
Academic Specialist Handbook



MICHIGAN STATE
UNIVERSITY

1.0 Disclaimer

The Academic Specialist Handbook contains employment policies specifically related to employment as an Academic Specialist in the Academic Specialist Continuing Appointment System and as an Academic Specialist in a fixed-term appointment. This document does not replace or modify other existing University policies, which remain in effect for all University employees. In circumstances where the Academic Specialist Handbook is silent on an issue, the applicable policy contained in the Faculty Handbook prevails.

For fixed-term Academic Specialists covered by the Union of Non-Tenure Track Faculty (UNTF) bargaining unit, the terms and conditions of employment are governed by the collective bargaining agreement between the University and the UNTF. In cases where only a portion of the Academic Specialist's work duties and responsibilities are covered by the UNTF collective bargaining agreement, the specific facts of the individual case will determine the appropriate process to be used for investigations, discipline, and grievances. In these cases, and in situations where the UNTF agreement is silent on an issue, the Office of Employee Relations or Faculty and Academic Staff Affairs should be contacted to determine the appropriate course of action.

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1.1 Roles of Academic Specialists in the University

The principal responsibilities of the academic specialist fall into one or more of three functional areas:

1. Academic advising/teaching/curriculum development
2. Research
3. Service/Outreach

The academic specialist normally is identified with the one functional area into which the majority of duties fall. Characteristically, the academic specialist performs activities in one or more functional areas in addition to the primary area. The academic specialist has a collegial relationship within the academic community by fostering an exchange of ideas, views, and perspectives. The academic specialist has a responsibility to the University to strive for academic excellence and to be held accountable for academic integrity. The evaluation criteria for a particular position and the individual who fills that position will reflect an appropriately weighted combination of the functional areas that apply. An extensive description of the functional areas and associated duties of the academic specialist is found in Appendix A.

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1.2 General Definition

The Academic Specialist Appointment System consists of individuals appointed to one of two ranked levels: senior academic specialist or academic specialist. Appointments are made in units reporting directly or indirectly to the Provost or the Vice President for Research and Graduate Studies. Academic specialists may be appointed on a fixed-term or continuing basis, full-time or part-time, with either an academic year (nine-month) or an annual (twelve-month) duty assignment. The fixed-term academic specialist is appointed with an end date on an academic year or annual basis or for shorter periods. Generally, repeated fixed-term appointments should not be used as a mechanism to by-pass the continuing appointment system. However, positions funded with grant or other non-general funds normally are fixed term in nature. The continuing system academic specialist is initially appointed to a probationary appointment. In unusual cases, a senior academic specialist may be granted continuing appointment status from the date of appointment see Section 4.8. Excellent performance during the probationary appointments may lead to the award of continuing appointment status for the individual. Continuing academic specialists are appointed at 50% time or greater.

Continuing appointment status assures that the academic specialist will not be dismissed due to capricious action by the University nor will dismissal be used as a restraint of academic freedom or other civil rights. As in the tenure system and librarian continuing appointment system, continuing appointment status does not guarantee employment if positions are not funded, if gross misconduct occurs, if the academic specialist refuses to perform reasonable assigned duties, or fails to fulfill contractual obligations, or if the academic specialist is no longer able to perform satisfactorily in his or her professional capacity at the University.

Assignments for all academic specialists involve applicable assigned duties (academic advising/teaching /curriculum development, research, and service/outreach responsibilities) and related professional development activities. For academic specialists appointed on an annual (AN) year basis, salaries are paid in twelve monthly installments on the last working day of each month except for individuals appointed on an annual basis for less than 12 months who receive salaries on a monthly basis during the stipulated period. The academic specialist appointed on an academic year (AY) basis is normally assigned duties during the period August 16 to May 15; salaries are paid in ten installments on the last working day of the month over the duty period, August 16 through May 15. There is no vacation entitlement apart from official University holidays for academic specialists with an academic year appointment. The academic specialist appointed on an annual basis is assigned duties for a full calendar year or the specified period of appointment and is eligible for stipulated vacation periods and official University holidays.

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2.0 General Academic Rights and Responsibilities

Academic specialists have rights and responsibilities which flow from particular appointment contexts as well as from their general affiliation with Michigan State University. Any statement of rights and associated responsibilities connotes a reciprocating expectation of performance by both the academic specialist and the University. Academic specialists are covered by applicable policies adopted by the Michigan State University Board of Trustees and those implemented through administrative action. Board of Trustees policies appear as actions recorded in the minutes of the Board and are reproduced in the Board of Trustees Policy Manual, the Faculty Handbook, and other University publications.

Academic specialists have other rights and responsibilities which specifically flow from their assigned duties and responsibilities. Normally, academic specialists are assigned to duties and responsibilities performed by faculty members but with a more narrow scope and focus. These assignments involve teaching, advising, curriculum development, research, and public service/outreach. As applicable in particularly assigned duties, academic specialists are expected to serve as scholars in the pursuit of knowledge and its free expression, as teachers and/or advisors, in providing instruction and advice to students, and as professionals and citizens contributing their special knowledge and skills through public service/outreach and community participation. Fundamentally, academic specialists perform their teaching/advising/curriculum development, research, and public service/outreach responsibilities in ways to ensure academic freedom and responsibility, a context essential to the University's goal of advancing the unfettered search for knowledge and its free exposition. For academic specialists, the principal elements of academic freedom applicable to relevant assigned duties include:

1. The right, as teachers, to discuss in the classroom any material which has a significant relationship to the subject matter as defined in the approved course description;
2. The right to determine course content, grading and classroom procedures of courses they teach;
3. The right, as an academic advisor, to exercise judgment in good faith in advising students on curriculum, class, and career choices;
4. The right to engage in curriculum development activities;
5. The right to conduct research and to engage in creative endeavors;
6. The right to publish or present research findings and creative work;
7. The right to engage in public service/outreach activities;
8. The right to seek changes in institutional policies through established University procedures and by lawful and peaceful means.

Academic freedom carries with it responsibilities for academic specialists, and principal elements include:

1. The responsibility to carry out assigned teaching/advising/curriculum development, research and public service/outreach duties in a professional manner in keeping with University policies;
2. The responsibility, as teachers, to refrain from introducing matters which are not consistent with their teaching duties and professional competence and which have no significant bearing on the subject matter of the course as approved under University procedures;
3. The responsibility, as academic advisors, to adhere to the policies governing privacy of student records;
4. The responsibility to pursue excellence and intellectual honesty in teaching, research and other creative endeavors, and public service/outreach activities; and in publishing or presenting research findings and creative work;
5. The responsibility to encourage students and colleagues to engage in free discussion and inquiry; and to evaluate student and colleague performance on a scholarly basis;
6. The responsibility to work in a collegial manner with appropriate individuals and bodies to encourage the search for knowledge, its free exposition, and the University's continuing quest for excellence;

7. The responsibility to differentiate carefully their official activities as academic specialists from their personal activities as citizens and, when the situation warrants, to make it clear that, when speaking as private citizens, they do not speak for the University.

[While the [policy on Faculty Rights and Responsibilities](#), approved by the Michigan State University Board of Trustees in July 1984, does not apply to academic specialists, readers are referred to this document's sections on teaching, research and creative activity, public service, relations with colleagues, and relation to the University and community, all of which provide a fuller narrative context for enumerated rights and responsibilities of academic specialists referenced above.]

2.1 Academic Governance

The academic specialist may participate in a governance structure as set forth below:

An Academic Specialist Advisory Committee shall be established to provide a governance structure for the academic specialist community. The Committee shall advise the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs on matters relating to the Academic Specialist Appointment System and other relevant issues of mutual concern. The Committee shall meet at least once a semester and more frequently at the call of the Committee chairperson, a simple majority of the Committee or the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs.

The Committee shall be composed of up to fourteen members, with representatives from each of the functional areas (research, outreach, teaching, advising, curriculum development); one Committee position will be elected from academic specialists who hold fixed term appointments. Additionally, up to three academic specialists will be appointed by the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs, in consultation with the Advisory Committee, to provide diversity and balance. The Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs and his/her staff member(s) shall be ex officio members of the Advisory Committee. The Advisory Committee's composition shall ensure that at any one time academic specialists with assignments of teaching, advising, curriculum development, research, public service/outreach and appointment on a fixed term basis are represented on the Committee.

The distribution of elected positions on the Academic Specialist Advisory Committee among the functional areas reflects the current distribution of academic specialist appointments; at six year intervals, a review will be made of the pattern of academic specialist appointments to accommodate any changes in the distribution of academic specialists among the various functional areas.

Nominations and elections shall be administered during the Spring semester by the Office of the Secretary for Academic Governance, in consultation with the Office of the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs. Advisory Committee members shall serve three-year terms on a staggered basis; appointed Committee members serve a one-year term. A limit of two consecutive three-year elected terms shall apply; an individual may only serve six consecutive one-year appointed terms. All academic specialists with continuing, probationary and fixed term appointment status as of January 1 of the year of the election are eligible to be nominated and to vote in advisory committee elections.

The Bylaws of the Academic Specialist Advisory Committee provide additional detailed information about Committee membership and nomination and election procedures. Copies of the bylaws are available from the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs.

Finally, the University strongly recommends that the academic specialist be extended governance enfranchisement at the college and other administrative unit levels by individual units pursuant to the [Bylaws for Academic Governance](#).

Faculty Grievance Policy

Revised on 6/18/2021

IV. ACADEMIC AND HUMAN RESOURCES POLICIES

This policy was enacted by the Board of Trustees on May 19, 1972, and subsequently revised on April 5, 1971, June 9, 1995, October 22, 1999, June 28, 2002, October 30, 2015 and June 18, 2021.

I. POLICY STATEMENT

This Policy is intended to provide a fair, internal process for resolving employment related disputes that arise between faculty or academic staff members and administrators¹. The formal procedures described in this Policy are intended to be used only when matters cannot be resolved informally. A faculty or academic staff member who feels aggrieved should first seek an informal resolution at the unit, department, or college level before filing a formal grievance under this Policy. The FGO may be consulted for assistance with informal resolution including mediation. The procedures contained in this Policy are not intended to be used to challenge the desirability of unit or University policies.

II. DEFINITIONS

A. Grievance: A written complaint filed by a faculty or academic staff member against an administrator of the University alleging a violation of University, college, department, school, or unit policy or established practice.

B. Faculty member: A person with a paid University appointment at the rank of professor, associate professor, assistant professor, or instructor, including those with fixed-term and visiting status.

C. Academic Staff: A person with a paid University appointment at the rank of academic specialist, lecturer, assistant instructor, research associate, or librarian, including those in a continuing appointment system and those with fixed-term and visiting status.²

D. Administrator: A person appointed as the head of an administrative unit, school director, department chair, dean, or separately reporting director.³ The President, the General Counsel and members of the General Counsel's staff, and the Faculty Grievance Official ("FGO") are not subject to grievance under this Policy.⁴

E. Policy: A written statement of principles and procedures that govern the actions of faculty, academic staff, and administrators, including written rules, bylaws, procedures, or standards.

F. Practice: Actions taken by the administrator within an administrative or academic unit based on customs or standards in that unit that are usually unwritten but of longstanding duration, and for whose existence the grievant can offer evidence.

G. Violation: A breach, misinterpretation, or misapplication of existing policy or established practice.

III. GRIEVANCE PROCEDURE

A faculty or academic staff member may file a formal grievance against an administrator that alleges a violation of University, college, department, school, or unit policy or established practice.⁵

A. INITIATION OF GRIEVANCE PROCEEDINGS

A faculty /academic staff member who feels aggrieved may discuss his/her complaint in a confidential conference with the FGO. The FGO shall inform the faculty /academic staff member if the potential grievance falls under the jurisdiction of another University policy rather than this Policy.

B. FILING A GRIEVANCE

To file a grievance, an individual faculty or academic staff member must submit⁶ a written, signed statement (the "grievance") to the FGO within 28 days⁷ of the date that the grievant knew or should have known of the alleged violation.⁸ The grievance must contain the following information⁹:

1. the specific policy (including the specific section of the policy) or established practice that has allegedly been violated¹⁰;
2. the date of the alleged violation and the date on which the grievant became aware of the alleged violation;
3. the facts relevant to the alleged violation;
4. the person(s) against whom the grievance is filed (the "respondent")¹¹; and
5. the redress sought.

The grievant must also submit any documents that are relevant to the FGO's initial jurisdictional findings pursuant to Section III.D of this Policy.

C. THE RESPONDENT

The FGO will provide a copy of the grievance and any documents submitted with the grievance to the respondent within three (3) days of receipt. The respondent shall submit any relevant documents concerning the FGO's initial jurisdictional findings to the FGO within seven (7) days of receipt of the grievance.

D. JURISDICTIONAL & PROCEDURAL DECISIONS AND JURISDICTIONAL APPEALS

1. The FGO shall determine whether the following jurisdictional requirements have been met within 14 days of the date that the grievance was filed. The FGO may also seek information from appropriate University office(s) to assist in making these jurisdictional determinations.

- a. Whether the grievant has standing under the Faculty Grievance Policy;
- b. Whether the grievance has been filed in a timely fashion;
- c. Whether the grievance identifies an appropriate respondent(s);
- d. Whether the grievance adequately identifies the existing policies and/or established practices alleged to have been violated;¹²
- e. Whether the grievance contains a reasonably adequate statement of the facts relevant to the complaint; and
- f. Whether any other jurisdictional issue(s) need to be decided in connection with the initiation of the grievance and, if so, an explanation of such issues.

2. The FGO shall inform the parties in writing whether each jurisdictional requirement has been met, along with the names of any University offices consulted regarding the jurisdictional decisions.¹³ If any jurisdictional requirement has not been met, the FGO shall dismiss the grievance.

3. Each party shall have the right to appeal the FGO's jurisdictional decisions by filing a written statement explaining the reason(s) for the appeal with the FGO within 14 days of the issuance of such decision (by 5:00 p.m. EST on the filing deadline).

4. If any party files an appeal of the FGO's jurisdictional decision(s), the FGO shall submit the written appeal, together with any written response to the appeal from the parties and a written response by the FGO, to a three-person jurisdictional appeal panel drawn randomly by the FGO from the list of faculty, librarians, and other academic staff eligible to serve as members of the University Hearing Board or University Appeals Board¹⁴. (See Section III.H of this Policy.) The panel shall deliberate and submit to the FGO a written decision (including the basis for its decision) on the appeal within seven (7) days of its convening by the FGO. The appeal panel's decision is binding and may not be appealed (e.g. if a panel upholds a decision to dismiss a grievance on jurisdictional grounds the case is closed). No faculty member, librarian, or other academic staff member may serve on more than one jurisdictional appeal panel in any period of seven consecutive years.

5. The FGO shall forward a copy of the jurisdictional appeal panel's decision to the parties within seven (7) days of its receipt from the panel.

E. INFORMAL RESOLUTION

1. After a grievance has met the jurisdictional requirements and before scheduling a formal hearing, the FGO shall confer with the parties and make every reasonable effort to resolve the grievance informally as quickly as possible. Discussions regarding informal resolution are expected to be treated with confidentiality and may not be disclosed or referenced during any subsequent formal proceedings on the grievance. The FGO may recommend that the grievant drop the grievance because it lacks merit or for other just cause. Such a recommendation, however, shall not be binding on the grievant.

2. If the FGO determines that the grievance cannot be informally resolved, the FGO shall so notify the parties in writing. If the grievant wishes to pursue the grievance, the grievant must submit a written request for a formal hearing to the FGO within 14 days of such notice. Failure to submit such a request will constitute a waiver of the faculty member's right to pursue the grievance.

F. AMENDMENTS PRIOR TO THE HEARING

A grievant may amend his/her grievance until 28 days before the scheduled date for the formal hearing on the grievance, as long as the proposed amendment concerns the same subject matter as the grievance. The FGO shall decide whether to accept the proposed amendment, and any jurisdictional issues generated by the proposed amendment, at least 21 days before the scheduled date for the formal hearing. Either party may challenge the FGO's decision by filing a written appeal with the FGO within seven (7) days of the FGO's decision. Such appeals are processed in the same manner as other jurisdictional appeals under Section III.D.4 of this Policy. Any procedural issues (such as submission of new documents) generated by the amendment shall be decided by the hearing panel at the beginning of the hearing.

G. CONSOLIDATION OF GRIEVANCES

If a grievant files two or more separate grievances against the same respondent(s) that raise related allegations or arise from a common set of facts, the FGO may consolidate such grievances into one grievance to be heard by a single panel. If a grievant files two or more separate grievances concerning different issues and the grievances are not consolidated, such grievances will normally be processed and heard sequentially in chronological order determined by the date on which the initial grievance was filed. Separate grievances filed by different grievants that involve related allegations or arise from a common set of facts may also be consolidated.

H. GRIEVANCE HEARING AND APPEAL PANEL COMPOSITION

1. A University Hearing Board and University Appeals Board shall be established from which grievance hearing and appeal panels shall be selected.
2. All faculty with appointment in the tenure system, librarians and other academic staff with appointment in a continuing appointment system, and full-time fixed-term faculty who have served at least three consecutive years and are engaged in the academic activities of the University on a regular basis are eligible and expected to serve as members of the University Hearing Board or University Appeals Board.¹⁵ No faculty /academic staff member or librarian may serve on more than one grievance hearing or appeal panel in any period of seven consecutive years. At the start of each academic year, Faculty and Academic Staff Affairs will provide the FGO with a list of all faculty, academic staff, and librarians eligible to serve on these Boards.¹⁶
3. A grievance hearing panel shall consist of five members of the University Hearing Board who are selected randomly by the FGO. An appeal panel shall consist of three members of the University Appeals board who are selected randomly by the FGO. Panel members shall serve throughout an entire proceeding.
4. The FGO shall take necessary precautions to avoid any conflict of interest on the part of the panel members. No panel member shall be from the same department(s) (or college in the case of non-departmental colleges) as the grievant or respondent.
5. A panel selected for a grievance involving the denial of reappointment or tenure in the tenure system shall be comprised solely of tenured faculty members. A panel selected for a grievance involving the denial of promotion to full professor shall be comprised solely of tenured faculty who hold the rank of full professor.
6. A panel selected for a grievance involving the denial of reappointment or promotion in an appointment system other than the tenure system shall be comprised solely of faculty members at the same rank.
7. Each grievance hearing panel shall have a Presiding Officer selected at random by the FGO from a list established by the UCFA. The Presiding Officer shall have voice but not be a voting member of the hearing panel. The Presiding Officer shall apply the rules of procedure consistent with the guidelines stated in Section III.I of this Policy.
8. The FGO shall notify each party of the names of the Presiding Officer (if applicable) and members of the panel. Within seven (7) days of that notice, either party may submit a written challenge to the Presiding Officer or any member of the panel for cause. The challenge must explain the cause for removing the Presiding Officer or panel member. The FGO shall determine whether there is cause to dismiss the challenged member of the panel and select another member.¹⁷ In addition, each party shall have two peremptory challenges. The FGO shall notify the parties of any replacement Presiding Officer or members of the panel. Either party may submit a challenge for cause or any peremptory challenge to any replacement Presiding Officer or member of the panel to the FGO within three (3) days of that notice.
9. If a grievance hearing panel loses two or more of its members during the course of a hearing, the hearing shall be terminated, and a new panel selected.

I. GRIEVANCE HEARINGS: PROCEDURES

1. Hearings shall be scheduled as expeditiously as possible and with due regard for the schedule of both parties. Grievances involving faculty/academic staff who hold academic year (AY) appointments will normally not be held during summer semester unless the faculty/academic staff member has a summer appointment. On the rare occasion when a party fails to respond to repeated attempts to schedule a hearing or unreasonably delays the scheduling of a hearing, the Faculty Grievance and Dispute

Resolution Office will schedule the hearing for the first date available to the panel members and the other party.

2. The FGO shall convene the hearing panel and shall be present during all formal proceedings. The FGO shall provide written notice of the time and place of the hearing, the names of counsel, the names of any witnesses, and copies of any documents submitted by the parties and deemed relevant by the FGO, to each party at least seven (7) days before the hearing.
3. The hearing shall be conducted in good faith and must be completed within 14 calendar days unless the FGO determines that an extension of time is necessary.
4. All hearings shall be recorded. A party may request and obtain a copy of the recording from the FGO.
5. Hearings shall be closed unless the parties agree otherwise.
6. The privacy of confidential records used in the hearing shall be respected.
7. All parties may present their cases in person and may call witnesses on their behalf. The names of witnesses must be provided to the FGO at least seven (7) days prior to the hearing date.
8. A party may elect not to appear, in which event the hearing will be held in his or her absence. Absence of a party shall not be prejudicial to the case. The FGO may grant permission for a party to appear via alternate communication methods for good cause.
9. All parties are entitled to counsel¹⁸ of their choice. The name of counsel must be provided to the FGO at least seven (7) days prior to the hearing date.
10. Any party or counsel shall be entitled to ask pertinent questions of any witness or the other party at appropriate points in hearings. The Presiding Officer shall determine what questions are pertinent.
11. The grievant bears the burden of proving that there has been a violation of policy or established practice. A hearing panel shall decide whether the preponderance of the evidence supports the allegations made by the grievant.¹⁹
12. Hearing panels shall resolve any procedural issues raised by the parties, after providing each party the opportunity to be heard on such matters. However, neither party may challenge the FGO's initial jurisdictional findings made pursuant to Section III.D of this Policy. The FGO shall distribute all documents submitted by the parties concerning procedural issues to the hearing panel, and shall include such documents in the grievance record.
13. Hearing panels may consider evidence submitted by the parties concerning the relative credentials of other faculty members in determining the merit of grievances involving salary, appointment, re-appointment, or promotion.
14. Hearing panels shall report their findings and recommendations in writing within 21 days of the completion of the hearing to the FGO, who shall forward them to the grievant, the respondent, their counsel, the Provost, or the President, as appropriate, and to the administrator who is the respondent's immediate supervisor. The hearing panel's report is advisory to the Provost and does not bind the Provost to a particular decision.
15. When a hearing panel sustains an allegation made in a grievance, it shall recommend appropriate redress consistent with existing policies, procedures, and practices.
16. The Provost shall decide the grievance, in writing, within 28 days of receipt of the hearing panel's findings and recommendations.²⁰
17. All parties shall be notified in writing of their right to appeal by the FGO when a copy of any decision is forwarded to the parties.

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Footnotes:

¹ The term "faculty" or "faculty members," as used in this document, applies to all non-union faculty and academic staff.

² Academic staff with an MSU Extension appointment are exempt from this policy and should refer to the MSU Extension Academic Appeals Process. Degree candidates completing an internship at MSU as part of their professional degree requirements are also exempt from this policy.

³ Non-academic administrators are not subject to grievance under this Policy.

⁴ If a grievance is filed against the Provost individually, a hearing will be held pursuant to Section III.I of this Policy. The finding(s) and recommendation(s) of the Hearing Panel will be forwarded to the President for decision instead of to the Provost. The President's decision will be final and not subject to appeal.

⁵ This Policy and its grievance procedures may not be utilized by faculty or academic staff who are covered by a collective bargaining agreement.

⁶ The grievance and any supporting documentation should be submitted electronically by 5:00 p.m. EST on the filing deadline. The FGO will confirm receipt via email, however, it is ultimately the responsibility of the grievant to ensure its receipt.

⁷ References to days in this document are to calendar days. If a deadline contained within this Policy falls on a weekend or University holiday or University closure, the deadline will be extended to the next day on which the University is open for business. The FGP does not restrict dates for submitting grievance documents to the academic year calendar; grievances are processed regardless of the timing of the academic year calendar with the exception of formal hearings which typically do not take place in the summer.

⁸ The FGO may waive or extend the time limits specified in this Policy for good cause or by mutual agreement of the parties. "Good cause" includes, but is not limited to, circumstances outside of a party's control, such as illness, approved leave of absence, or extended travel for University business. Even with a showing of good cause, time limits will generally not be extended beyond an additional 28 days.

⁹ A grievance may not be amended once it has been submitted and processed by the FGO prior to the issuance of jurisdictional determinations.

¹⁰ A grievant should cite the policy/handbook related to their contractual appointment (i.e., Tenured Faculty or Academic Specialist).

¹¹ The respondent(s) named in a grievance should be limited to the administrator(s) that issued in writing the action(s) being grieved, e.g., while a Dean or other administrator may be in attendance at an intent-to-discipline meeting or an actual discipline meeting per Section VI.A of the Faculty Handbook Discipline and Dismissal of Tenured Faculty for Cause Policy, the only respondent(s) named in a grievance is the administrator who has formally imposed the written discipline (in consultation with the Dean's office and Faculty and Academic Staff Affairs).

¹² As part of the initial jurisdictional determination, the FGO shall determine whether the policy specified in the grievance applies to the named respondent.

¹³ In keeping with current MSU established practice, notices provided under this Policy will be sent via email to the assigned msu.edu email address for both the grievant and respondent. Additional modes of dissemination (e.g., campus or U.S. mail, non-MSU e-mail) may be added, but MSU email is the official mode of communication used by the FGO.

¹⁴ Appeal panels may meet face-face or conduct meetings via University-approved virtual technology, which

shall be determined by the FGO in keeping with University guidelines.

¹⁵ An individual who also holds an appointment as an Administrator is not eligible to serve as a presiding officer or as a member of the University Hearing Board or University Appeals Board.

¹⁶ An individual who is on a sabbatical or other approved leave of absence is excused from service on the University Hearing Board and University Appeals Board for the duration of the leave.

¹⁷ The standard the FGO shall follow in ruling on challenges is whether, in light of the challenged person's knowledge of the case or personal or professional relationships with a party, the challenged person would be able to fairly and impartially hear the case and to render a fair and impartial judgment.

¹⁸ The FGO recommends that grievants utilize faculty or other MSU personnel to serve as counsel; in the event that a grievant chooses to bring a personal attorney then an attorney from the MSU Office of General Counsel will be provided for the respondent.

¹⁹ "Preponderance of the evidence" means that the existence of the fact in issue is more probable than not. The "preponderance" of the evidence standard would be met where the members of the hearing panel find that the evidence supporting at least one of the allegations in the grievance is more convincing than the opposing evidence.

²⁰ The FGO shall forward the Provost's decision to the parties, their counsel, and the members of the hearing panel within three (3) days of its receipt.

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2.3 Grievance Panels

Grievance panels at unit level only if explicitly permitted by the unit's procedures.

2.4 Principal Investigator

Academic specialists may share the right and responsibility to do research and be involved in creative activity. As a corollary of this fact, the academic specialist may serve as principal investigator or co-investigator in the development, submission, acceptance, and execution of grants with the approval of the department, college and Office of the Vice President for Research and Graduate Studies.

2.5 Guidance and Examination Committees

Guidance committees' service pursuant to the provisions contained in the Graduate School Catalog.

2.6 Search Committees for Specified University-Level Administrators

Academic specialists are eligible to participate in the selection of specified University level administrators as provided in the "Procedures for Faculty and Student Participation in the Selection of Specified University Level Administrators," as contained in the Faculty Handbook. This involvement consists of membership on advisory committees to the President and/or the Provost that assist in the selection of the listed administrators.

3.1 Locus of Appointments

The academic specialist may hold a position requiring performance of advising/teaching/curriculum development, research, or service/outreach duties. Appointment as an academic specialist is limited to academic units which report (directly or indirectly) to the Office of the Provost or to the Vice President for Research and Graduate Studies. The academic specialist may be appointed in the Academic Specialist Appointment System on a continuing basis, on a probationary basis, or on a fixed term basis (appointments with ending dates) (see Sections [4.8](#) and [4.9](#)).

3.2 Criteria for Establishment

Academic specialist positions should be established only if this is the best way for the academic unit to function at the highest possible level of effectiveness and efficiency within available resources. Academic specialist positions are established on the recommendation of the appropriate administrator of the academic unit, the concurrence of the appropriate dean/separately reporting director, and require approval by the Office of the Provost.

3.3 Credentials

The duties and responsibilities performed by the academic specialist are of significance and importance to academic unit roles and purposes but do not necessarily require the Ph.D. or other terminal qualifying degree. Normally academic specialist positions require a Master's degree and/or other specialized qualifications in the applicable discipline or profession. The actual requirements may vary with the specific functional area.

3.4 Procedure for Establishing Positions

All academic specialist positions must be established using the same position request and review procedures required for all academic personnel system positions (see [Academic Hiring Manual](#)). Additionally, a [Specialist Position Description form](#) must be completed.

To be approved, academic specialist positions must include duties and responsibilities which are not covered by or adequately provided for in current support staff classifications. The Office of the Provost may consult with the Office of Human Resources as a part of the review procedure for the establishment of probationary, continuing or fixed term positions within the Academic Specialist Appointment System.

3.5 Minimum Salaries

The Office of the Provost, in consultation with the Academic Specialist Advisory Committee to the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs and the University Committee on Faculty Affairs, will establish and maintain a set of minimum salaries for academic specialist appointments.

3.6 Affirmative Actions

The procedures set forth in the [Academic Hiring Manual](#) for academic personnel applies to the appointment of an academic specialist (continuing appointment, probationary, or fixed term). As stipulated in the Academic Hiring Manual, a search committee, including an affirmative action/diversity advocate, must be established.

4.1 Position Description

A copy of the [Specialist Position Description](#) form, specific criteria for promotion, a copy of the unit evaluation procedures used for an academic specialist appointed in the Academic Specialist Appointment System, and a copy of the [Faculty Grievance Policy](#) shall be provided to the academic specialist upon initial appointment, together with a copy of the letter of offer, a summary of benefits and, upon request, a copy of the "[Fixed Term Faculty/Academic Staff Appointment/Reappointment Memorandum](#) ." Copies of the position description and evaluation procedures must be sent to the Office of Faculty and Academic Staff Affairs along with the appointment form. These materials will be placed in the academic specialist's file in the Office of Faculty and Academic Staff Affairs.

4.2 Letter of Offer

Academic Specialist Offer Letter Template 6/22

The letter of offer for probationary appointments shall include information on the length of the initial probationary appointment, the initial salary level, and the opportunity for additional probationary reappointments. Specific information about conditions which may affect reappointments should be provided. If an appointment is on an annual basis, a statement that the University's basic appointment commitment is for an academic year appointment only must be provided in the letter of offer (see Sections [4.3](#) and [4.6](#)).

The letter of offer for appointments in the Academic Specialist continuing appointment system requires the use of the [offer letter template](#) and shall include the [offer letter attachments](#).

The letter of offer for fixed term appointments shall include information on the beginning and ending dates of the appointment, the salary level, and a statement that the University is not obligated to provide reappointment or extension of the fixed term appointment beyond the ending date (see [Section 4.9](#)).

The letter of offer to international employees shall also state that the offer is contingent on their securing valid immigration status and work authorization before the expected start date and maintaining valid immigration status and work authorization throughout the employment. For the limited purpose of complying with federal export control regulations, international employees may be required to provide information about their citizenship status depending on the nature of the employment activities. If subject to federal export control regulations, international employees may also be required to maintain full-time employment status at MSU, confirm that their permanent abode throughout the period of employment is in the U.S., and sign a confidentiality agreement concerning transfer of certain technical data. See 22 CFR 125.4. Prior to beginning work, all international employees should contact the Office of Export Control and Trade Sanctions at (517) 432-4499 or export@msu.edu to ensure compliance with export control requirements.

All letters of offer for academic year (AY) appointments must specify that the academic year duty period is August 16 through May 15, with pay received over the duty period.

4.3 Appointment Period

An academic specialist in the Academic Specialist Appointment System is appointed on either an academic year or an annual basis. The University's basic appointment commitment to an academic specialist in the Academic Specialist Appointment System is for an academic year (nine-month) appointment period ([see Section 4.6](#)). Annual (twelve-month) appointments may be provided based on the mission and needs of the appointing unit and/or the individual's specific duties.

The appointment may be either on a full-time basis (100%) or part-time. Part-time probationary or continuing appointments must be for 50% time or greater. Only fixed term appointments may be for less than 50% time.

4.4 Extension of Probationary Appointments

4/2020 Added COVID-19 Automatic Extension

4.4.1 Extension of Probationary Period due to Leaves of Absence

An academic specialist with probationary status who is granted a leave of absence of six to twelve months will have the appointment period extended by one year. Additional leaves of absence without pay of six to twelve months will result in further one-year extension(s). For leaves of absence without pay of three to six months, the probationary appointment period may be extended by one year by mutual agreement.

4.4.2 Extension of the Probationary Period due to COVID-19 Pandemic

Because of the disruptive impact of COVID-19 on academic specialist accomplishments, the probationary period for all continuing system academic specialist have been extended by one year. This automatic extension only applies to Continuing Appointment System probationary specialists hired as of Spring 2020, but excludes those being reviewed during 2019-2020, as the accomplishments described in those materials had been completed before the impact of COVID-19.

Academic Specialists who do not wish to have their probationary period extended automatically, must notify their dean, chair or school director no later than the due date for the submission of their Form C materials, who will notify Faculty and Academic Staff Affairs. In addition, if the waiver of the extension occurs during the first probationary period, the academic specialist is bound by the outcome of the reappointment review if unsuccessful.

4.5 Continuing Appointment Status, Commitment Period for Part-Time

Continuing appointment status for individuals appointed part-time in the Academic Specialist Appointment System is to be granted at the same percentage of time on either the academic or annual year basis that the original academic specialist probationary appointment was made, except as stated in [Section 4.6](#).

4.6 Changes from Annual to Academic Year Appointment

The University's basic appointment commitment to an academic specialist in the Academic Specialist Appointment System is for an academic year (nine-month) appointment period. If changes in the unit's mission, needs, or the individual's duties occur, a specialist appointed on an annual basis can be shifted to an academic year appointment basis, the University's basic appointment commitment, with the appropriate reduction in salary as stipulated by the regular procedure for changing appointments from an annual to academic year basis. The academic year salary rates are set at an amount equal to 9/11 of the current annual salary rate, after exclusion of administrative increments, if any. This policy applies exclusively to those individuals who were first appointed to annual appointments on or after January 1, 1982.

4.7 Credit for Previous Service Toward Probationary Appointments

If the individual's current appointment as an academic specialist at the University is on a fixed term basis (with ending date), on a continuing appointment basis (without end date) in another unit, in another appointment category in the University or in employment outside of the University, and a request is made to recommend appointment of that individual to a position in the Academic Specialist Appointment System, such previous appointment service may be counted toward the Academic Specialist Appointment System probationary periods. The major criteria for awarding credit for previous service are the level of performance and similarity of duties in the previous and new positions. Requests for recognition of prior employment service as applicable to Academic Specialist Appointment System service requires a written recommendation by the unit administrator, written concurrence of the dean/separately reporting director, and the written approval of the Provost.

4.8 Initial Continuing and Probationary Appointments

4.8.1 Academic Specialist

An academic specialist who has not served previously at the University is appointed initially in the Academic Specialist Appointment System for a probationary period of three years and may be reappointed for an additional probationary period of three years. If an academic specialist is appointed beyond the two probationary periods, continuing appointment status is granted. If at any time during these two probationary periods an academic specialist is promoted to the rank of senior academic specialist, continuing appointment status is granted. Probationary appointment periods are calculated from August 16 of the calendar year in which the appointment is effective.

4.8.2 Senior Academic Specialist

A senior academic specialist who has not served previously at Michigan State University is normally appointed in the Academic Specialist Appointment System for a probationary period of two to four years. In unusual cases, upon recommendation of the unit administrator(s) and dean(s) and with the prior approval of the Provost, an academic specialist initially appointed at the rank of senior academic specialist may be granted continuing appointment status from the date of appointment. Individuals appointed at the rank of senior academic specialist without continuing appointment status have the option of requesting reappointment at any time prior to the conclusion of the stipulated probationary appointment period. [Such early reviews would occur on the normal review cycle as established by university, college, and department /school procedures.] A negative decision on such a request shall not preclude consideration for reappointment at the time specified upon appointment. If a senior academic specialist is reappointed, continuing appointment status is granted. Probationary appointment periods are calculated from August 16 of the calendar year in which the appointment is effective.

4.9 Fixed Term Appointments

An academic specialist may be appointed on a fixed term basis for variable periods of time on an academic year or annual basis. Such appointments may be either full-time (100%) or part-time (any percentage less than 100%). In accordance with regular University procedures, unless an explicit written commitment for an additional appointment, fixed term or otherwise, is provided by the unit administrator, the academic specialist cannot expect to be reappointed. For all fixed term (temporary) faculty/academic staff appointments, as stated in the Faculty Handbook, "the University has no obligation to provide reappointment or extension of a fixed term appointment beyond the ending date. If reappointment is made, negotiation of the conditions of reappointment must originate with the administrative unit (department, school, institute, residential college, or other comparable academic unit)." As indicated in the fixed term faculty/academic staff appointment memorandum--required to be filled out for each fixed term appointment/reappointment--appointment or reappointment on a fixed term basis does not involve any commitment to appointment in any of the continuing academic personnel appointment systems, which require separate and distinct procedures.

Units are required to provide academic specialists with fixed term appointments a notice about reappointment or the likelihood of reappointment three months prior to the end date of the appointment.

4.10 Dual Appointments

Last updated: 4/1/2014 (details at bottom of page)

This policy was issued by the Office of the Provost with an effective date of April 1, 2014.

No faculty/academic staff member holding a full-time, paid appointment at Michigan State University may, during the term of the appointment, or while on leave of absence, simultaneously hold a paid appointment at another institution. Exceptions to this policy must be approved in advance by the Dean and by the Provost and Executive Vice President for Academic Affairs (or designee).

Revision History:

4/01/2014 - Policy created

5.0 Evaluation, Reappointment, Continuing Appointment, and Promotion

The academic specialist shall be evaluated by the appropriate unit administrator before the end of the applicable annual duty period for those on probationary or fixed term appointment and at appropriate intervals for those with continuing appointment status.

5.1 Evaluation Basis - Academic Specialist Handbook

The evaluation of an academic specialist's performance shall be based on the duties and responsibilities specified in the job description for the specific position, general merit guidelines and the provisions of the Academic Specialist Appointment System.

5.2 Annual Evaluation

The academic specialist with a probationary appointment shall be evaluated annually to determine progress toward goals and/or the identification of goals. Units may also use the annual evaluation to assist in the assignment of merit and other salary adjustments. The academic specialist with a continuing appointment must also be evaluated. Units may schedule such evaluations to meet the needs and concerns of the individual unit; however, the unit must follow the established procedures.

5.2.1 Notification of Evaluation

The academic specialist shall be notified when the evaluation is to take place, what procedures are to be followed, and what criteria are to be used for the evaluation. This notification should be at the time of appointment and, subsequently, two months prior to the evaluation.

5.2.3 Fixed Term Academic Specialist

An academic specialist with a fixed term appointment should be reviewed regardless of the probability of reappointment in order to assess progress toward goals and/or the identification of goals. The academic specialist appointed on a fixed term basis for six months or more shall be evaluated by the unit administrator no later than two months prior to the appointment ending date. A summary of this evaluation shall be placed in the personnel file in the unit and be given to the academic specialist.

5.3 Reappointment, Continuing Appointment, and Promotion

For academic specialists with continuing system appointments, evaluations are based on the specifics of the individual's assignment and on the effectiveness in the appropriate functional area(s): advising/teaching/curriculum development, research, or service/outreach. The kinds of evidence to be considered must be established at the time of appointment. The academic specialist should have the opportunity to submit evidence supporting the proposed reappointment, promotion or award of continuing appointment status. Reappointment, award of continuing appointment status, or promotion must promote the objectives of improving academic strength and quality (see Appendix A).

5.3.1 Unit Review by Colleagues - Academic Specialist Handbook

A unit review committee will be established to advise the unit administrator about the reappointment, award of continuing appointment status, or promotion of the academic specialist. Every attempt should be made to ensure that the review committee is composed of individuals knowledgeable about the position under review and the Academic Specialist Appointment System and should include at least one academic specialist. An academic specialist from outside the unit can be appointed, if necessary, with a voice but no vote. The committee may also include faculty, members of other academic personnel systems, or University support staff members. The academic specialist under review must be provided an opportunity to confer with the review committee before it provides advice to the unit administrator regarding reappointment, promotion or award of continuing appointment status.

5.3.2 Other Contributions to Review Process - Academic Specialist Handbook

In addition to the review committee's advice, the unit administrator may also consult with administrative staff, faculty, students, and/or other qualified individuals inside or outside the unit regarding the reappointment or promotion review. The academic specialist should be informed of those individuals from whom the unit administrator is requesting advice; the academic specialist is not informed of those individuals who provide letters of evaluation, unless stipulated by unit policy.

5.3.3 Reappointment Recommendation Schedule - Academic Specialist Handbook

For academic specialists in the continuing system, reappointment and promotion recommendations must be submitted to the Office of the Provost for review and final action in May of the calendar year prior to the end of the probationary appointment. The individual must be notified in writing by December 15 of the same year. Probationary appointment periods are calculated from August 16 of the calendar year in which the appointment is effective, irrespective of the actual date of appointment. In accordance with the Board of Trustees' delegation of academic personnel actions, the Office of the Provost approves all Academic Specialist Appointment System personnel actions; these actions are reported to the Michigan State University Board of Trustees as information items.

6.0 Separation From Employment; Dismissal and Discipline

A person appointed in the Academic Specialist Appointment System may be separated from employment, dismissed or disciplined as set forth below. In all cases of involuntary separation, the individual has access to the Faculty Grievance Policy.

An academic specialist holding a probationary appointment in the Academic Specialist Appointment System may not be reappointed due to unsatisfactory performance (also see Section 6.3.). The procedures set forth below apply whether the academic specialist is in the first or second probationary appointment at the time the decision is made not to reappoint.

6.1.1 Notification of Non-Reappointment Action - Academic Specialist Handbook

An academic specialist in the continuing system who is not to be recommended for reappointment by the unit administrator must be notified, in writing, no later than December 15 preceding the expiration date of the designated probationary appointment. Copies of the notification letter shall be sent to the dean/separately reporting director and the Provost. If an academic specialist who was not recommended for reappointment does not receive proper notification, as stated in this section, a one-year appointment extension is automatic and the academic specialist shall consider this arrangement as official notification of separation from the University at the end of the one-year extension.

6.1.2 Appealing Non-Reappointment Action - Academic Specialist Handbook

Upon receiving notice of non-reappointment, an academic specialist in the continuing system may request from the administrator responsible for the recommendation, in writing, the basis of the decision which resulted in non reappointment. If the academic specialist believes that the decision not to reappoint was made in a manner which is at variance with established evaluation procedures, the academic specialist may initiate action in accordance with the Faculty Grievance Policy.

6.1.3 Appointment Extension - Academic Specialist Handbook

An academic specialist not reappointed for the designated probationary period is not eligible for an additional appointment within the unit as an academic specialist in the Academic Specialist Appointment System. However, in special circumstances, with the written agreement of the academic specialist and on written recommendation of the unit administrator and the dean/separately reporting director, a probationary appointment may be extended for one year. Such requests must be approved by the Provost in writing and must be justified on the basis that such an appointment is in the best interest of the University.

6.2 Dismissal for Cause

A person appointed in the Academic Specialist Appointment System may be dismissed prior to the expiration of a fixed term or probationary appointment or, during a continuing appointment, for serious personal or professional misconduct, including, but not limited to (1) intellectual dishonesty; (2) acts of discrimination, including harassment, prohibited by law or University policy; (3) acts of moral turpitude substantially related to the fitness of faculty members to engage in teaching, research, service/outreach and/or administration; (4) theft or misuse of University property; (5) incompetence; (6) refusal or failure to perform reasonable assigned duties; (7) use of professional authority to exploit others; (8) violation of University policy substantially related to performance of faculty responsibilities; and (9) violation of law(s) substantially related to the fitness of faculty members to engage in teaching, research, service/outreach and/or administration.

6.2.1 Dismissal Procedure

Before initiating dismissal of an academic specialist, the unit administrator shall confer with the dean /separately reporting director, who shall confer with the Provost to determine if dismissal is appropriate. The academic specialist shall be informed in writing of reasons for the proposed dismissal, with an explanation of supporting information, and shall be given an opportunity to discuss the matter with the unit administrator or other appropriate administrator(s). In cases in which the academic specialist is not in the United States or is otherwise not available, the opportunity to discuss the matter will be met by a telephone discussion and/or correspondence that provides a reasonable opportunity to respond. The academic specialist may provide information, orally and/or in writing, in support of his/her position and in response to the reasons for dismissal set forth by the unit administrator. The academic specialist may be accompanied by counsel, and the responsible administrator may also be advised by counsel. If the responsible administrator(s) determine that dismissal is warranted, dismissal may immediately take place.

6.2.2 Notification of Separation

If dismissal action is to be taken, the administrator must provide a written notice to the academic specialist including the reasons for dismissal, date of separation/dismissal, and a statement that the academic specialist may file a grievance under the Faculty Grievance Policy. No duties or responsibilities will be performed after the separation/dismissal date.

6.3 Discipline

Disciplinary action short of dismissal for cause may be imposed after the unit administrator has conferred with the dean/separately reporting director and has provided the academic specialist with written notice of the reason for disciplinary action and an opportunity to respond. Such action may be imposed as a result of dismissal consideration or independent of such consideration. The academic specialist shall be informed of the right to file a grievance under the Faculty Grievance Policy.

6.4 Elimination of Position

Positions can be eliminated due to loss of funding or changes in unit directions and needs. Such position eliminations can occur regardless of the rank or appointment status, i.e., fixed term, probationary or continuing, of the individual filling the position. This section is devoted to the procedures covering the elimination of academic specialist positions.

6.4.1 Fixed Term Appointment Ending Date

Ordinarily, a fixed term position will be eliminated at the end of the current appointment period.

When a fixed term position is to be eliminated prior to the ending date of the current appointment, the effective date of separation from the University normally shall be at least two months from the notice of termination. However, this notice provision does not change the ending date of the fixed term appointment in effect at the time termination action is instituted. An additional fixed term appointment shall not be implemented solely for the purpose of satisfying the two-month notice period stipulated prior to termination.

6.4.2 Probationary Appointment

Availability of position funds and/or changes in the needs of the department or unit may result in the non reappointment of an academic specialist on a probationary appointment in the Academic Specialist Appointment System. This decision requires written approval of the dean/separately reporting director and the Provost. An academic specialist with probationary appointment status normally will be retained until the conclusion of the applicable probationary appointment period, but not less than six months after receipt of the termination notification.

6.4.3 Continuing Appointment Elimination

Availability of position funds and/or changes in the needs of the department or unit may result in the elimination of positions filled by the academic specialist with continuing appointment status. This section describes applicable procedures.

6.4.3.1 Notification of Termination

If termination action is to be taken, the administrator must provide a written termination notice to the academic specialist. An academic specialist with continuing appointment status on an annual basis will be terminated no earlier than one calendar year after receipt of the termination notification. An academic specialist with continuing appointment status and an academic year appointment will be terminated no earlier than either the next August 15 or nine months after receiving the termination notice, whichever occurs later.

6.4.3.2 Reassignment

An individual with continuing appointment status may be reassigned from one Academic Specialist Appointment System position to another within the same or in another academic unit with written approval of the Provost and written recommendation of the unit administrator(s) and the dean(s)/separately reporting director(s) involved. Such an individual will normally serve a two-year probationary period; reappointment after the probationary period will result in continuing appointment status.

6.4.3.3 Relocation

Assistance in finding alternative employment opportunities will be afforded to the academic specialist in the Academic Specialist Appointment System with continuing appointment status and is described in the remainder of this section. This assistance is centered in the Office of the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs.

For two years following termination, the Office of the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs will provide the individual with information about academic specialist employment opportunities as these positions become available at the University.

During the two-year period following termination, the individual will be given priority consideration for interviews for any open Academic Specialist Appointment System position with duties and responsibilities that are similar to those previously held.

If the individual is chosen for a new position within the Academic Specialist Appointment System, that individual will normally serve a two-year probationary period at the end of which the individual will be eligible for continuing appointment status. Reappointment after the probationary period will result in continuing appointment status.

The individual may, of course, exercise the regular opportunities to apply for employment vacancies in the academic and University support personnel systems within the University.

Letters of reference, contacts with other employers, and other assistance may be provided when the academic specialist has a desire to pursue alternate employment opportunities outside the University.

6.5 Resignation

Academic specialists in the Academic Specialist Appointment System who plan to resign must give at least 90 days' notice in writing to the unit administrator. Unique or unusual situations which may result in fewer than 90 days' notice for resignation need to be discussed with the unit administrator with notification date determined by mutual agreement.

6.6 Retirement

Retirement of academic specialists is optional on the first day of the term following attainment of age 62 with 15 years of service or after 25 years of service at any age. [Service includes activities of interest to and supported by the University regardless of the sources of financial support]. For more detail, please see the [Retiring from the University Policy](#).

A retired academic specialist may be re-employed, usually for part-time service, on a term-to-term or a year-to-year basis. Salary will be determined at the time of appointment for such service. Retired academic specialists who return to active employment at 50% time or more for nine months or longer are eligible to receive benefits such as health, dental, employee paid life, travel accident, 403(b) Base Retirement Program with University contribution, and 403(b) Supplemental Retirement Program and/or 457(b) Deferred Compensation Plan, in the same manner as an active employee.

6.7 Emeritus

Academic specialists who leave the University with official retirement status are granted certain privileges and the "emeritus" title, e.g., academic specialist emeritus. Academic specialists with the emeritus designation are entitled to receive the MSU News-Bulletin; to avail themselves of the libraries; to receive, on application, a vehicle parking permit; to represent the University, on appointment, at academic ceremonies of other institutions; and, in general, to take part in the social and ceremonial functions of the University.

6.7 Emeritus

Academic specialists who leave the University with official retirement status are granted certain privileges and the "emeritus" title, e.g., academic specialist emeritus. Academic specialists with the emeritus designation are entitled to receive the MSU News-Bulletin; to avail themselves of the libraries; to receive, on application, a vehicle parking permit; to represent the University, on appointment, at academic ceremonies of other institutions; and, in general, to take part in the social and ceremonial functions of the University.

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7.1 Health Assessment

Employment health assessments are only required where legally mandated, where work assignments will necessitate contact with potentially hazardous substances or will be physically intensive, or as otherwise determined necessary on an administrative basis. The assessment is conducted at the Michigan State University Health Center on campus.

7.2 Payroll Procedures

The following items must be furnished to the Payroll Division of the Office of the Controller before a new academic specialist can be put on the University payroll:

SOCIAL SECURITY NUMBER. Social security numbers must be verified by the Payroll Office, 350 Administration Building, prior to the first pay date. Verification may be completed by presenting the social security card to the Payroll Office or by sending a photocopy to that office.

EMPLOYEE WITHHOLDING ALLOWANCE CERTIFICATE (FORM W-4). The W-4 form authorizes the University to recognize the appropriate exemptions when calculating withholding taxes.

New academic specialists should at the same time complete the appropriate forms in the Human Resources Office to participate in such programs as employee-paid life, health and dental coverage, accidental death and dismemberment, and base and supplemental retirement benefits. All benefit programs are described briefly in the [Benefits section](#) of this handbook. Additional information is available from Human Resources, 1407 S. Harrison Road, Suite 110, 517-353-4434 or 1-800-353-4434, extension 536.

7.3 Jury Duty

The University recognizes the civic responsibility of academic specialists to serve jury duty and makes provision for them to perform such duty without loss of pay or benefits.

Academic specialists serving on jury duty who are absent from work for 80 continuous hours or less will receive their regular pay and are not required to submit proof of jury duty payment to the University. They must, however, notify the department chairperson/school director of the call to jury duty as soon as it is received.

Academic specialists serving on jury duty who are absent from work for more than 80 continuous hours must notify the department chairperson/school director of the call to jury duty as soon as it is received and are required to submit proof of jury duty payment to the Payroll Office. The academic specialist will receive the difference between the pay received from the court and normal base pay.

In all cases, the academic specialist is expected to report for regular University duty when temporarily excused from attendance at court.

Full cooperation is expected between the academic specialist, unit administrator and department(s) involved to insure minimal disruption in the instructional and service responsibilities of the unit.

7.4 Identification Cards

Last revised: 8/24/2018

All academic specialists are required to obtain Spartan identification cards. The identification cards provide access to a variety of benefits and services. It is inappropriate to alter, falsify, or misuse an MSU I.D. card.

To obtain a Spartan ID Card, the academic specialist must visit the ID Office located in Room 170 International Center, 8:00-5:00, Monday through Friday. A government issued photo I.D. (drivers license, passport, etc.) is necessary for processing. Your first University ID card is issued to you at no cost.

Spouses of academic specialists may obtain IDs entitling them to certain privileges. To obtain the spouse card, the employee and spouse must both appear in person, present the employee's Michigan State University ID, proof of marriage, and a government issued photo such as a driver's license or passport. There is no charge for the initial card.

7.5. Time Off/Leaves

01/01/2017

7.5.1 Medical Leaves

Short-Term Disability

Faculty and academic staff (including academic specialists) who are appointed on a full time basis (or on a part time basis at 50 percent or more time for nine months or more) are immediately eligible for up to six months of paid leave if health problems prevent the individual from working. (Normally, short term disability leave related to pregnancy, childbirth and/or recovery is for six weeks, but may be longer with proper medical certification.) In such cases of short term disability leave, additional leave under the Parental Leave policy for faculty and academic staff may be provided. It is the responsibility of the individual faculty /academic staff member to promptly notify the department chairperson, director, or immediate supervisor of absence due to illness or disability.

If other members of the faculty/academic staff assume the duties of the individual on a temporary basis without additional cost to the University, no formal report of the absence beyond the dean or director of the major academic unit is required during a four week period.

If the absence extends or is expected to extend beyond four weeks, a leave of absence beginning with the first day of absence should be requested by the individual or if the individual is unable to make the request, by the department chairperson or director, through the office of the dean to the provost for reporting to the president and Board of Trustees. The leave of absence form must be accompanied by medical certification specifying the dates of the period of disability.

Faculty/academic staff returning from medical leave may be required to obtain approval from the attending physician before returning to work.

Long-Term Disability

If disability of an academic specialist appointed for nine months or more on a full-time basis extends or is likely to extend beyond six months, the Human Resources Office should be contacted immediately for information on applying for benefits under the Long-Term Disability plan and Social Security.

Parental Leave

Faculty and academic staff (including academic specialists) who are appointed on at least a 50 percent basis for nine months or more are eligible for parental leave in accordance with this policy. This policy is to be read in coordination with the Short-Term Disability policy and the Family and Medical Leave Policy for faculty and academic staff. In cases where a faculty/academic staff member provides medical certification that she is unable to work due to a disability related to pregnancy, childbirth and/or recovery, such absences will be covered by the Short Term Disability Policy for faculty and academic staff. Normally, short term disability leave related to pregnancy, childbirth and/or recovery is for 6 weeks but may be longer with proper medical certification.

Faculty and academic staff are eligible to receive up to six (6) weeks of paid parental leave in connection with the birth of a child. Faculty and academic staff who adopt a child younger than age six and/or not attending school full-time are eligible to receive up to six (6) weeks of paid parental leave. Additional

unpaid leave may be available for the birth of a child or the placement of a child for adoption or foster care in accordance with the Family and Medical Leave Policy and/or the policy regarding Leaves of Absence Without Pay for faculty and academic staff.

In situations where the University employs both parents of a newborn/adopted child as faculty/academic staff, each may have six (6) weeks of paid parental leave under this policy. Parents employed in the same department or school should plan the timing of their leaves in consultation with the chairperson, school director, or dean. Depending on the circumstances, additional unpaid leave may be available pursuant to the Family and Medical Leave Policy or with the approval of the academic unit administrator.

Requests for parental leave must be accompanied by evidence of adoption or by a health care provider's medical certification that provides the projected delivery date. Faculty and academic staff are expected to make leave arrangements with the academic unit administrator as far in advance as possible. The timing of parental leave can be arranged to provide some variation in scheduling the leave of absence period before and/or after the projected delivery/adoption date in recognition of constraints associated with academic responsibilities. Faculty and academic staff are encouraged to schedule leave periods with input from the academic unit administrator regarding the needs of the individual unit.

Leave for purposes relating to ongoing child care is not to be confused with parental leave or medical leave of absence relating to pregnancy and child birth. Faculty and academic staff may arrange to use available vacation time or leave without pay for child care purposes with the approval of the academic unit administrator.

Family and Medical Leave

The Family and Medical Leave Act (FMLA) of 1993 requires that eligible employees be allowed to take unpaid leave, or paid leave if earned, for a period of up to twelve work weeks in any twelve month period (defined by MSU as the fiscal year, i.e., July 1 through June 30) in the event of the birth of a child or the placement of a child for adoption or foster care; because the employee is needed to care for a family member (child, spouse or parent) with a serious health condition; or because an employee's own serious health condition makes them unable to do their job. Health and dental benefits, if enrolled, will be maintained at the same level and under the same conditions as coverage would have been provided if the faculty/academic staff member were continuously employed during the entire leave period. The Act provides that this leave may be taken intermittently or on a reduced leave schedule.

Faculty and academic staff (including academic specialists) who have regular appointments of nine months or longer at 50% time or more and have been employed by MSU for at least twelve months and have at least 1,250 hours of service during the twelve months immediately preceding the commencement of FMLA leave are eligible under FMLA. Faculty and academic staff with fixed-term appointments of less than nine months or less than 50% time who have been employed by MSU for at least 12 months and have at least 1,250 hours of service during the twelve months immediately preceding the commencement of FMLA leave are also eligible.

Faculty and academic staff are required to use paid leave provided by the short-term disability leave of absence policy (see preceding section) in the case of pregnancy, childbirth and/or recovery or their own "serious health condition" and count it toward the twelve weeks of leave permitted under the FMLA. Short term absences that are not "serious health conditions" do not count toward the twelve weeks of FMLA leave. Faculty and academic staff may choose to use vacation leave for all or part of any otherwise unpaid FMLA leave, e.g., for the "serious health condition" of a family member. Vacation leave for such purposes is counted toward the twelve weeks of leave permitted under the FMLA.

FMLA leave shall be concurrent with parental and other paid/unpaid leaves of absence taken for FMLA reasons. For example, faculty and academic staff are not entitled to an additional twelve weeks of FMLA

leave for birth of a child after the conclusion of a 12-week leave provided under the short-term disability and parental leave policies.

FMLA leave will not be provided beyond the end date of a fixed-term appointment.

Faculty and academic staff must provide their department chairperson/school director at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. Otherwise, notice must be given as soon as practicable. Units may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the unit's expense) and a fitness for duty report to return to work.

Questions regarding the FMLA may be directed to your department/school or Human Resources (353-4434).

7.5.2 Vacation - Academic Specialist Handbook

The University provides vacation leave to academic specialists who are appointed on an annual year basis under the following conditions:

Eligibility

1. Academic specialists holding appointments on an annual year basis, with more than six months' service, are eligible for annual vacation leaves. Academic specialists holding academic year appointments are not eligible for vacation leave.
2. Academic specialists holding appointments on an annual year basis receive annual vacation leave equivalent to one month (22 working days) in twelve months. Proportional allowances are granted to appointees with more than six months of service but less than twelve. Vacation allowances are granted on July 1 of each year. Vacation time is to be charged against this accrual; the accrual will be proportionately reduced in the event of resignation/termination during the fiscal year or for other non-accrual time, such as worker's compensation, long term disability, etc.
3. Part-time academic specialists holding appointments for fifty percent or more time on an annual year basis receive vacation on a proportional basis.
4. Vacation must be taken during the fiscal year.
5. Vacation leave may not exceed one month (22 working days) in the fiscal year and is not cumulative.

Scheduling

Each department is responsible for scheduling vacations in order not to interfere with the operation of the department and to ensure that each academic specialist receives the appropriate vacation allowance during the appointment period. Although the scheduling preference of the academic specialist should be considered, vacations have to be scheduled to meet the instructional and research requirements of the department. Units that experience "slack" or "down" periods may require that vacations be taken during these times (e.g., December recess, summer recess, etc.). When practical, academic specialists should be informed of such requirements in advance.

Pay in Lieu of Vacation

Actual time off from work during the appointment period must be taken in order to receive compensation for vacation time. Payment in lieu of vacation may be approved only in case of retirement or termination for any cause (resignation, death, etc.).

Pay in lieu of vacation shall not exceed payment for one month less vacation time used during the fiscal year. Neither vacation time nor pay in lieu of vacation can be granted prior to eligibility for vacation allowance.

Transfers

Unused vacation allowance not exceeding one month will be transferred with an academic specialist when the individual transfers from one position, budget or operating unit to another. If an academic specialist is transferred to a professional, administrative, or other type of appointment, a transfer of the balance based on one month less actual vacation days used during the past fiscal year will be made.

Each department, school, or other administrative unit is responsible for scheduling vacation time off for academic specialists, maintaining vacation usage records, and if an academic specialist transfers to another unit, for notifying the academic specialist of unused vacation time in writing. A copy of the notification must be sent to the academic specialist's new unit.

7.5.3 Holidays

The University observes six legal holidays by closing offices and dismissing classes. They are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. In addition, the Friday following Thanksgiving Day, and as stipulated by the University based on the calendar, the working days preceding or following Christmas Day and New Year's Day are granted as holidays.

7.5.4 Leaves of Absence Without Pay

Leaves of absence without pay may be granted with the recommendation of the department chairperson and dean. Specific dates for the leave must be specified in the request and should be made as far in advance as possible, so that neither instruction nor research programs will be interrupted. Such leaves usually do not extend beyond one year.

Academic specialists should contact the Human Resources Office to make arrangements for continuation of their benefit programs.

7.5.5 Military Service Leaves

The University cooperates fully with academic specialists taking part in the reserve program of the military forces which calls for up to 15 days' active duty training annually with the National Guard, Officers' Reserve Corps, or similar U.S. military organizations. The University will pay the academic specialist the difference between military pay and allowances and normal take-home pay for up to 15 calendar days when ordered to active duty for training, and for up to ten additional calendar days per fiscal year when ordered to active duty for the purpose of handling civil disorders.

When an academic specialist enters the armed forces, it is the policy of the University to grant, on request, a leave of absence to cover the term of service.

7.5.6 Continuation of Benefits Leave of Absence No Pay

While on Leave of Absence No Pay Status to Receive Prestigious Awards, Fellowships and/or Special Assignment Opportunities

Academic specialists holding fixed term appointments who have completed 60 FTE Service months and academic specialists holding a full-time appointment in the Academic Specialist Continuing Appointment System who are recipients of prestigious awards or fellowships or participate in special assignment opportunities which are in the interest of both the individual and the University are eligible to request coverage under this policy. For academic specialists with fixed term appointments, benefits continue only for the period of the leave, which would not extend beyond the end date of the appointment.

Continuing professional development that is in the interest of both the individual academic specialist and the University may be facilitated when an academic specialist receives a prestigious award, fellowship, or special assignment opportunity requiring a leave of absence without pay or a reduction in percent employment below full-time, normally for periods usually six months or longer.

Examples of prestigious awards, fellowships, and special assignment opportunities for which leaves of absence without pay often are requested include the following:

- Prestigious awards and/or fellowships provided by national and international organizations and foundations supporting research and scholarship broadly defined, for example, those provided by the National Endowment for the Arts/Humanities, Guggenheim Foundation, Fulbright Commission, Rockefeller Foundation, National Science Foundation, Social Science Research Council.
- Prestigious awards and/or fellowships provided by national and international organizations and foundations supporting research and scholarships in specific disciplines, for example, those provided by the Wenner-Green Foundation for Anthropological Research, Charles Warren Center (of Harvard University), Sloan Foundation, and Robert Wood Johnson Foundation.
- Assignments with international, national, and state public agencies and institutions, private businesses, foundations, and organizations, and professional associations.
- International exchange programs and participation in teaching/scholarly activities with educational institutions in other countries with which Michigan State University has important formal cooperation or linkage agreements.

There are instances when such awards, fellowships, and special assignment opportunities, as a consequence of the policy of the source institution, do not include benefits similar to those provided by Michigan State University for full-time academic specialists with continuing appointments.

Request Procedures

On receipt of the above-referenced types of awards, fellowships, and special assignment opportunities for which the source institution does not provide applicable benefits, an academic specialist may request, with written endorsement of the applicable chairperson/director and dean, that the Office of the Provost arrange with the Human Resources Office for the continuation of the applicable University benefits (see below) not provided by the source agency or institution. Such written requests must provide a statement that the leave of absence without pay is to accept a prestigious award, fellowship, or other special assignment opportunity that is in the interest of both the individual and the University. Information in support of the request must include: a) specifics of the award/fellowship or assignment, including the regular University benefits provided as well as not provided by the source agency/institution; b) documentation from the source agency/institution of its benefits policy; c) the specific assignment(s) to be performed while on leave of absence without pay; and d) how the activities entailed in the award, fellowship, or special assignment opportunity advance the interests of the individual and the University. Requests must be initiated by the academic specialist. The continuation of benefits is not an entitlement; each case is to be reviewed on its merits.

On approval of such requests, the Office of the Provost will arrange with the Human Resources Office for continuation of the benefits stated below for a leave without pay of up to one year, with an additional one year extension based on a written request approved by the chairperson(s)/director(s), dean(s), and the Provost. In exceptional cases, benefit eligibility may be continued for an additional period.

Possible Benefit Coverage

Those benefits set forth below which are not provided by the applicable source agency/institution--for which full-time Michigan State University academic specialists appointed nine months or more are now eligible--may be provided for academic specialists for whom continued benefits eligibility is approved by the Office of the Provost. (The benefits continued will be limited to those in force for the individual immediately prior to leave of absence without pay status):

- Health care coverage with applicable University contribution;
- Dental plan coverage;
- Expanded life plan (for 180 days from the last day paid by MSU);
- Long-Term Disability (LTD);
- Employee-paid life plan if the employee continues to pay premium;
- Accidental Death and Dismemberment coverage if the employee continues to pay premium;
- Travel Accident if traveling on authorized MSU business during leave.

Salary-related benefits, e.g., University contributions to the 403(b) Base Retirement Program, social security, etc., will not be provided during a leave of absence without pay. Continued benefits which are linked to an individual's salary status, e.g., expanded life, LTD, will be based on the applicable base wage immediately prior to the leave of absence without pay.

Requests for eligibility under this program should be directed to the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs after review and concurrence by the chairperson(s) and dean(s)/separately reporting director(s).

7.6 Professional Development

The academic specialist, as any other professional employee, is expected to continually develop personal abilities and stature in appropriate areas of endeavor. The University should promote and facilitate such professional development activities at a level consistent with its international status and as a premier land grant University. Those activities in which the academic specialist should participate and receive University support include the following:

7.6.1 Continuing Education

Continuing education provides one mechanism for the professional growth of an individual. Such education may consist of participation in seminars, workshops, short courses, and other short-term training programs. Participation in credit courses involves a longer commitment by the individual. Finally, participation in a degree-granting program typically spans several years. The University may provide substantive support to the continuing education of the academic specialist in two ways: release time from duty assignments for the pursuit of such educational opportunities, and/or the reimbursement of expenses incurred in activities such as seminars, workshops or other non-credit offerings. Such substantive support is not guaranteed but may be granted with approval of the academic specialist's unit administrator. The granting of such support will depend on, among other things, the value that such education will bring not only to the individual but also to the University. The academic specialist will have to submit a written plan in advance requesting support for such activities. For short-term informal course work, a travel authorization will suffice. The appropriateness of a particular plan of formal or informal course work for the academic specialist will be determined by that individual and the administrator involved.

Release time for attending courses or training programs on either a non-degree or degree basis may be granted with approval of the academic specialist's unit administrator. The unit is responsible for any adjustments in staffing that may be necessitated by the release time granted to the individual. If more individuals within a particular unit request release time than can be accommodated by the unit, some of the individuals will have to defer to an alternate time. In any case, an individual may carry no more than an average of four credits a semester requiring release time during any two semesters within a calendar year.

In some cases, reimbursement of some or all expenses such as tuition related to a degree program may be granted. [Internal Revenue Code (IRC) Section 127 allows tax-exemption for graduate-level, degree related courses that are reimbursed by employers up to an annual maximum of \$5,250. To qualify, the individual must submit a written plan for the course of study to the unit administrator. This plan must demonstrate the value of such education to the unit as well as to the individual. An academic specialist may not apply for such educational assistance until the individual has served three years in the position. Reimbursement will require satisfactory performance in the course work. The plan and the individual's progress must be reviewed each term by the unit administrator. The individual and the unit administrator will be responsible for obtaining the funds from appropriate department/school and/or major administrative unit sources to provide the educational reimbursements. The arrangement for any release time associated with the plan of study will be handled independently of the reimbursement considerations. Finally, the individual will be obligated to remain employed at the University for one 9- or 12-month duty assignment, as applicable, after the completion of the last course for which the individual will receive financial assistance.

7.6.2 Participation in Professional and Scholarly Organizations

Attendance at professional meetings and programs requires approval of the unit administrator. Such approval is required for release time, insurance purposes, and reimbursement of expenses.

7.6.3 Extended Release Time, Assignment to Scholarly Duties

Extended release time and temporary reassignment to scholarly duties may be granted to assist academic specialists with continuing appointment status to enhance professional competency and for scholarly pursuit. Such activities are intended for the mutual benefit of the University and the academic specialist. The purpose is to encourage academic and institutional revitalization by providing sustained time for research/creative activities; development of new courses or programs; acquisition of expanded and/or new qualifications and skills; contribution to academic unit plans to improve and/or refocus instructional, research, or public service activities in accordance with the missions of the University.

Extended changes of duty assignment are not granted automatically and must be approved by the appropriate academic administrator. Such activities must be requested in writing by the academic specialist and directed to the appropriate unit administrator. Requests must include a detailed description outlining the purposes, objectives and scholarly and research activities of the proposed duty assignment. The plan should indicate how the objectives and accomplishments of the new assignment will advance the interests and capabilities of the academic specialist for fulfilling the aims, objectives and goals of the department/school, college or University. Changes of duty assigned for more than six months require approval of the dean and the Office of the Provost. Funding for extended release time and assignment to scholarly duties is provided by the unit.

7.7 Course Fee Courtesy Policy

1. Dependent children, spouses, and MSU-recognized same-sex domestic partners¹ of eligible faculty and staff (see below) who are appointed prior to the second week of a semester or summer session will be entitled to a course fee courtesy. The course fee courtesy consists of the credit of an amount equal to one-half of the applicable Michigan resident on-campus undergraduate course fees.
2. Faculty and staff eligible under the course fee courtesy policy are as follows: full-time tenure system faculty, full-time librarians in the continuous employment system, full-time-specialists with continuing appointments in the Academic Specialist Appointment System, individuals appointed full-time in the Cooperative Extension Service continuing employment system, individuals appointed full-time in the Continuing Faculty Appointment System for the Facility for Rare Isotope Beams/National Superconducting Cyclotron Laboratory, individuals appointed full-time in executive management positions and other continuing positions (appointments without end dates) in the Academic Personnel System, full-time Health Programs faculty members upon the commencement of the first additional appointment, full-time fixed term faculty and academic staff with at least 60 Full-Time-Equivalent (FTE) service months, and those who have access to the program by virtue of a labor contract.
3. Dependent children shall be defined as (a) all legally dependent children of eligible faculty or staff; and (b) such children who have eligible faculty or staff as their legal guardians.
4. Dependent spouse shall be defined as the legally recognized spouse of an eligible faculty or staff member.
5. Domestic partner shall be defined as the MSU-recognized same-sex domestic partner.
6. Course fees shall be defined as the amount associated with credit hour enrollment and shall not include the registration fee or such fees, taxes and charges as may be collected for third parties.
7. The course fee courtesy will be granted through the semester in which the 120th credit is attempted provided the dependent child or spouse/same-sex domestic partner is registered as a student in good academic standing at Michigan State University in a curriculum leading to the first baccalaureate degree or to a certificate in the Agricultural Technology program. For undergraduate students with transferable credits, the course fee courtesy is granted through the semester in which the combination of transferable credits and Michigan State University credits attempted equals 120.
8. Except as stipulated below, the Course Fee Courtesy for dependent children and spouse/same-sex domestic partner will be discontinued at the conclusion of the semester or summer session at which the employment of the eligible faculty or staff member is terminated. The dependent children and spouse of an eligible faculty or staff member participating in the University's Long-Term Disability Program or who dies while on active service or while participating in the University's Long-Term Disability Program retain eligibility as if the eligible faculty or staff member were still living or were not participating in the University's Long-Term Disability Program as long as they meet the other eligibility requirements of the Course Fee Courtesy Policy. The dependent children and spouse/same-sex domestic partner of eligible faculty or staff members who retire in accordance with Michigan State University's retirement policy also retain eligibility as long as they meet the other eligibility requirements of the Course Fee Courtesy Policy.
9. If the dependent child or spouse/same-sex domestic partner drops courses or withdraws from school during the refund period, any refund applicable to the course fee courtesy will revert to the University.
10. Dependent children and spouse/same-sex domestic partner of eligible faculty and staff on approved leave of absence will be eligible for the course fee courtesy.

Footnote:

¹"Michigan State University discontinued benefits for MSU recognized same-sex domestic partners in order to comply with the Michigan Supreme Court's ruling in *National Pride at Work, Inc. v. Governor of Michigan*, 481 Mich. 56 (2008). Accordingly, references to MSU recognized same-sex domestic partners in this policy have been rendered invalid."

7.8 Overload Pay

1. Overload pay is limited to overload work related to instruction and service activities.
2. Overload pay assignments require prior written approval of the chairperson/director of the applicable department/school and the dean of the applicable college/director of the separately reporting unit. Requests must describe the proposed activity.
3. Full-time academic specialists are eligible for overload pay provided the total time expended does not exceed an average of four (4) days per month.
4. An overload assignment must meet the following minimum criteria:
 - Overload pay is appropriate since the designated academic specialist is fully assigned in the department, school or other unit and is satisfactorily performing assigned duties;
 - The proposed assignment, in the opinion of the chairperson/director in consultation with the dean, represents a substantial increase over and above the academic specialist's regularly assigned duties, thus warranting the provision of overload pay.
5. Overload pay must be approved by the chairperson/director of the department or school and dean of the college/director of the separately reporting unit in which the academic specialist is appointed. Annually the Office of Planning and Budgets shall provide to the Office of the Provost and the deans a summary of overload pay disbursements made in the prior fiscal year.
6. During the summer, academic specialists appointed on an academic year basis may receive up to 3/9 of their previous year's salary for a full-time assignment in teaching, research and service. In addition, pursuant to the provisions of this policy, they may be eligible to receive overload pay.
7. Academic Specialists serving as academic administrators may receive overload pay for assignments related to their disciplines and professions but normally not for assignments related to their administrative positions.
8. In recognition of collegial expectations usual in a community of scholars, payment of honoraria to MSU academic specialists for talks, seminars, etc., provided in usual classroom/seminar settings is not permitted.
9. Major administrative units may establish a more restrictive policy. Assignments which might normally justify the payment of overload pay may, by mutual agreement, be compensated for by subsequent release time for research, through the assignment of additional graduate assistants/other staff support, or other programmatic support.

7.9 Consulting and Outside Work

Consulting and outside work for entities other than the University are areas that require careful balance of the rights and responsibilities of the University and the individual with the missions of the University. Academic specialists may engage in outside activities that fall outside the duty assignment for the University. Questions of conflict of interest should be addressed to the responsible administrator or forwarded to the Associate Provost/Associate Vice President for Faculty and Academic Staff Affairs or the Vice President for Research and Graduate Studies.

7.10 Distinguished Academic Staff Award

The [Distinguished Academic Staff Award](#) recognizes the outstanding achievements of those professionals who serve the University in advising, curriculum development, outreach, extension, research, and teaching. Distinguished Academic Staff Awards are made to members of the academic staff who are appointed as Academic Specialists or Michigan State University Extension (MSUE) Academic Staff (faculty with Extension-supported appointments are not eligible for this award). Academic specialists who are recipients of a Distinguished Academic Staff Award are recognized with a "Distinguished Academic Specialist Award." MSUE academic staff members who are recipients of a Distinguished Academic Staff Award are recognized with a "Distinguished Extension Academic Staff Award."

Up to four Distinguished Academic Staff Awards are given annually. These awards provide University-wide recognition and reward to outstanding individuals with careers demonstrating long-term excellence and exceptional contributions to Michigan State University. Eligibility for nomination requires a minimum of ten years of continuous MSU employment as an Academic Specialist or an MSU Extension academic staff member.

Nominations may be initiated by faculty, colleagues, administrators, alumni, students, faculty organizations or student organizations; self-nominations are also welcome. To be considered by the University Distinguished Academic Staff Award Selection Committee, nominations must have the endorsement of the dean or major administrative unit administrator.

7.11 Credit for Past Services

Last Updated: August 22, 2019

For retirement vesting purposes only, an academic specialist may receive credit for past service if the following conditions are met:

- Employees¹ who terminate employment from Michigan State University for more than twelve (12) months and subsequently are re-employed as academic specialists by MSU for five (5) or more continuous years at half-time or more are eligible to apply for credit for the previous employment.
- A minimum of one year of continuous service prior to the date of termination is required to apply for credit for past service.
- Approved leaves of absence do not constitute a break in service.

Credit for past service applies solely to the minimum retirement requirements and has no effect on any other University benefits or programs. To apply for credit for past service, submit a written request to MSU Human Resources, after establishing five years of continuous re-employment.

The following information should be included in the written request:

- Name (indicate if previously employed under a different name)
- PERNR
- Present Department
- Previous Employment Date
- Separation Date
- Re-employment Date

For information on retiring from the University, please see the [Policy for Retiring from the University](#). For more information on the benefits available for official MSU retirees, including the University's contribution toward health and dental, and detail on Full Time Equivalent (FTE) Service Months, please see the [Retiree Benefits Policy](#). For a summary of how benefits will change in retirement, please see the [Effect of Retirement on Benefits](#).

Questions regarding this procedure should be directed to MSU Human Resources, 517-353-4434.

¹For purposes of this policy, "employees" include faculty, academic staff, or support staff.

7.12 Bridging Breaks in Service

To provide a consistent definition of continuing employment for University employees, the policy for bridging breaks in service provides that service breaks for academic specialists of twelve months or less result in the reinstatement of the previous employment date for purposes of retirement service credit and for fringe benefit eligibility. To bridge breaks in service greater than ninety days and not more than twelve months, the following conditions must be met:

- The employee must have a minimum of one year of service prior to the break in employment; and,
- The maximum accumulation of bridged time is two years, i.e., the sum total of individual breaks in service cannot exceed two years.

Approved leaves of absence do not constitute a break in service.

This policy will be implemented automatically by the Office of Faculty and Academic Staff Affairs at the time individuals are subsequently reappointed. For individuals seeking to clarify their continuing employment status, it will be necessary to submit a written request to Faculty and Academic Staff Affairs, 312 Administration Building. The following information should be included in the written request: (1) Name (indicate if previously employed under a different name); (2) Social Security Number, (3) Present Department; (4) Previous Employment Date; (5) Separation Date; and (6) Re-employment Date.

Questions regarding the bridging policy should be directed to Faculty and Academic Staff Affairs, 5-1526; contact Human Resources, 3-4434, regarding eligibility for benefit coverages.

8.1 Automatic Benefits

8.1.1 Basic Employer Life (Death Benefit)

Eligibility

The University provides a life benefit payable to beneficiaries of academic specialists appointed 50 percent time or more for nine months or more. This benefit is effective immediately upon appointment.

Coverage

Eligible academic specialists are provided coverage equal to one year's base salary up to a maximum of \$50,000. Beneficiaries are those designated by the academic specialist or the same as designated in the Employee-Paid Life program. If no beneficiary has been designated, payment will be made to the survivor(s) in the first surviving class of those that follow: a) spouse; b) children; c) parents; or d) brothers and sisters. If none survives, payment would be made to the estate.

Cost

No enrollment application is necessary and the entire cost of this benefit is paid by the University.

8.1.2 Long-Term Disability

Eligibility

Coverage under the Long-Term Disability Plan is available for academic specialists appointed full-time for nine months or more who have been employed for 12 FTE service months. Eligible academic specialists may receive benefits provided by the Long-Term Disability Plan after six months of continuous disability.

Coverage

The benefits provide a disabled academic specialist with a monthly income equal to 60% of the basic monthly salary (minus any workers' compensation, social security or auto wage loss benefits, if applicable). In addition, the program assumes both the academic specialist's contribution and the University's contribution to the base retirement program for as long as the individual remains entitled to Long-Term Disability benefits. The plan provides an annual cost-of-living increment of 3%.

Cost: The cost of this benefit is totally paid by the University.

Other Benefit Information

If the academic specialist is unable to work due to total disability and is eligible for benefits under the Long-Term Disability Plan, a premium contribution will be continued in the health, dental and employee-paid life programs for the academic specialist during the period of disability benefit payments.

An academic specialist appointed in the continuing appointment system will continue to accrue service towards retirement eligibility only through the first two years of long-term disability status. Assuming appropriate medical authorization, return rights to the current or equivalent position are retained during the first two years of long-term disability status.

A fixed term academic specialist (appointment with an end date), who is eligible for long-term disability, retains return rights to the current position only through the end date of the fixed term appointment.

8.1.3 Social Security

Most academic specialists who perform services for Michigan State University are covered by Social Security (FICA). Social Security currently provides retirement benefits subject to age rules and participation; a lifetime income in the event of total permanent disability for the academic specialist, and benefits for dependents subject to certain age rules, and a lump sum payment at death and monthly income for qualified survivors. (Foreign Nationals presenting F or J visas may be exempt from provisions of the Social Security Act--see Payroll Procedures.) Full information is available from the local Social Security Office.

8.1.4 Travel Accident

The University provides immediate Travel Accident coverage while traveling on approved University business or activity. This plan provides accidental death and dismemberment coverage up to \$50,000 and is automatic for all academic specialists. No enrollment application is necessary, and the cost is paid by the University.

8.1.5 Workers' Compensation

The University, in accordance with the State of Michigan Disability Compensation Act, provides "Workers' Compensation benefits" if an academic specialist is injured in the course of employment. These benefits are payable at a rate of approximately 80% of the after-tax value of the academic specialist's average weekly wage, subject to a state-determined maximum rate.

Any injury arising out of and in the course of employment must be reported to the administrative head and Workers' Compensation. All necessary medical services for a compensable injury will be delivered by a medical provider designated by the University. Full information is available from the Human Resources Office (353-4434).

8.1.6 Unemployment Compensation

Most academic specialists at Michigan State University will be in covered employment and therefore subject to the provisions of the Unemployment Compensation Act. Full information is available from the Human Resources Office (353-4434).

8.2 Optional Benefits

8.2.1 Accidental Death & Dismemberment (AD&D)

Eligibility

Academic specialists may select the AD&D Program within 30 days of initial appointment. Coverage is provided if death or dismemberment results from accidental cause. All academic specialists appointed full-time or part-time for nine months or more are eligible to participate.

Coverage

Coverage may be selected for the academic specialist and the family, if desired, in one of the varying amounts as shown in the brochure. Beneficiaries are designated by the individual and may be changed at any time.

Cost

Cost of the various coverages offered is described in the brochure available in the Human Resources Office.

8.2.2 Dental Plan

Academic specialists appointed 50 percent time or more for nine months or more and their eligible dependents may be covered by a dental plan. The benefit can be retroactive to the appointment date if a new employee enrolls within 30 days of the appointment. Failure to enroll during the initial 30-day eligibility period will result in the academic specialist having to wait until the next annual open enrollment period. This coverage is available to official retirees and their eligible dependents or survivors.

Coverage

Dental plan coverage is available under a traditional plan with Delta Dental or Aetna Dental Maintenance Organization (DMO). The Delta Dental Plan covers fifty percent of the usual, customary, and reasonable cost of preventive, diagnostic, restorative, prosthodontics and orthodontic services. The plan provides an individual maximum of \$600 per calendar year for covered charges. Orthodontic coverage is limited to those under 19 years of age and is subject to an individual lifetime maximum of \$600.

The Aetna (DMO) is a managed care dental plan that uses primary care dentists to lower the cost. Benefits are provided with a fixed dollar copay. Some benefits, such as diagnostic, preventive, and minor restorative are covered at no cost to the member. There are no deductibles, annual maximums, or lifetime maximums. Orthodontic services are covered for children and adults with a \$1,500 copay.

Cost

Premiums are fully paid by the University for full-time academic specialists for the Delta Dental Plan. There will be a premium deduction for the Aetna DMO plan. There may be premium deduction for part-time employees depending on the percent of employment and the number of persons being covered.

8.2.3 Employee-Paid Life

An academic specialist may select employee-paid life within 30 days of initial appointment or by furnishing evidence of insurability during Open Enrollment.

Eligibility

Academic specialists appointed 50 percent time or more for nine months or more are eligible to enroll for life coverage.

Coverage

Coverage may be selected in increments ranging from 1-8 times an academic specialist's base annual earnings up to the maximum of \$2,000,000. Rates for this coverage vary depending on age. Optional dependent coverage (for spouse or Other Eligible Individual and children, if any) may also be selected.

Benefits are payable to the designated beneficiary in the event of death from any cause while the plan is in force. Beneficiaries are designated by the academic specialist and may be changed at any time.

Cost

Costs vary according to the plan selected; rates are subject to future group experience.

8.2.4 Health Plan Coverage

If academic specialists enroll in health plan coverage within 30 days of initial appointment to an eligible status or during an Open Enrollment, academic specialists and their eligible dependents are covered for health plan services. Health plan coverage is available under a preferred provider organization (PPO), health maintenance organization (HMO) or a High-deductible Health Plan with a Health Savings Account. Coverage is currently provided by Community Blue (PPO), Blue Care Network (HMO) or Consumer Driven Health Plan (CDHP). The benefit can be retroactive to the appointment date if a new employee enrolls within 60 days of the appointment. Specific coverage details under these plans differ. In general, the following apply:

Eligibility

Academic specialists appointed 50% time or more for nine months or more are entitled to enroll themselves and their eligible dependents. Failure to enroll during the initial 30-day eligibility period will result in the academic specialist having to wait until the next annual open enrollment period.

Coverage

Plan details can be found at <http://www.hr.msu.edu/benefits/healthcare/index.html>

Prescription Drugs

The prescription drug plan is a co-pay plan for generic or brand drugs and is administered through Caremark. Caremark has a large network of over 51,000 participating retail pharmacies, including some of the largest drug store chains. Employees may choose to purchase their prescriptions at a participating retail pharmacy, at an MSU pharmacy (Olin Health Center or the MSU Clinical Center pharmacies) or through Caremark's mail order program.

[Caremark Copays](#) - View Caremark Copay Chart

Cost

The University provides a monthly contribution toward the premium for health coverage for eligible academic specialists. If an additional premium is required, it will be deducted from the academic specialist's paycheck. The University does not make a contribution during periods when an academic specialist does not receive a check.

8.2.5 Waiver of Health Plan Coverage

An academic specialist may elect to waive MSU's health plan coverage in exchange for cash payment if covered by another group health plan (e.g., have health care coverage through their spouse or another employer) that adequately meets health care needs. The waiver period is January 1 through December 31 with payment to be received the following February.

Eligibility

Academic specialists appointed 50% time or more for nine months or more are eligible to waive MSU's health plan coverage within 30 days of appointment or during the annual open enrollment period. A completed form is not required each year during open enrollment to continue the waiver.

Cost

The University provides up to a \$600 cash payment the following February to the academic specialist. Individuals accrue points based on their employment percent and the number of months enrolled in the program. The payment is also prorated for those newly hired, going on an unpaid leave of absence, or terminating employment. The payment is considered taxable income.

8.2.6 Flexible Spending Account

Flexible Spending Accounts enable you to save money by paying for some expenses in pre-tax dollars. Here you'll find everything you need to make informed choices about your Flexible Spending Account Enrollment.

Dependent Care Flexible Spending Accounts (Dependent Care FSA)

The Dependent Care Flexible Spending Account (Dependent Care FSA) is a benefit to help you meet your dependent care expenses, such as; child care, elder care or disabled dependent care. It enables you to save money, on a calendar year basis, by paying for dependent care expenses in pre-tax dollars.

The annual maximum reimbursement for Dependent Care FSA is \$5000 per family.

8.2.7 Health Flexible Spending Account (Health FSA)

The Health Flexible Spending Account (Health FSA) program is a cost effective way to pay for medical and dental plan deductibles/copayments, eyeglasses, contact lenses, orthodontics and other health-related expenses that are not covered by insurance. It enables you to save money, on a calendar year basis, by paying for health related expenses in pre-tax dollars.

The annual maximum reimbursement for Health FSA is \$2,500 per eligible employee for 2015, and \$2,550 per eligible employee for 2016.

For plan changes and vendor information, please see [Flexible Spending Account](#) on the HR website.

8.3 Retirement Plans

Change to Employer Match Contribution 7/01/20

Academic specialists appointed in a benefits eligible position at 50 percent time or more for a period of nine months or more are eligible to make contributions to the 403(b) Base Retirement Program as well as the 403(b) Supplemental Retirement Program or the 457(b) Deferred Compensation Plan.

403(b) Base Retirement Program

Eligibility

Participation in the 403(b) Base Retirement Program, with University matching contribution, generally is initially voluntary and required for academic specialists when certain service and/or age requirements are met. More information is available at [403\(b\) Base Retirement Program](#). The general rules follow:

1. Academic specialists with probationary or continuing appointments of 50 percent time or more may elect immediate participation with University matching contribution. A specialist who does not have a probationary or continuing appointment will become eligible for the University matching contribution 24 FTE service months from the date of initial appointment. Participation for all specialists is required after 24 FTE service months and attaining age 35.
2. Academic Specialists appointed 50 percent time or more for nine months or more who are not immediately eligible to participate may enroll if the specialist participated in a 403(b), 401(a), 401(k) or other retirement plan at a previous employer that made employer contributions.
3. Once required participation commences for academic specialists appointed for nine months or more, the academic specialist must continue contributing to the 403(b) Base Retirement Program while employed at the University.
4. Academic specialists may complete the enrollment process in the 403(b) Base Retirement Program online through the EBS Portal.

Coverage

The 403(b) Base Retirement program provides a retirement income based upon the total amount accumulated from the employee's contribution, the University's contribution, and the earnings on those amounts over the period of the working years.

The 403(b) Base Retirement Program is fully vested indicating that both the academic specialist's and the University's contributions are placed directly in the academic specialist's account each month. In the event the academic specialist leaves the University, ownership of the total accumulation is retained by the academic specialist. An academic specialist may commence to draw his/her accumulation under a variety of payment options after leaving the University. The academic specialist may elect to receive an immediate retirement income or may defer the receipt of his/her retirement income until a later date.

Cost

The 403(b) Base Retirement Program is financed by a reduction of 5% from the academic specialist's eligible compensation and, effective July 1, 2020, a University matching contribution of 5% of eligible compensation for academic specialists whose terms of employment are not covered by a collective bargaining agreement and a University matching contribution of 10% of eligible compensation for academic specialists whose terms of employment are covered by a collective bargaining agreement. For those academic specialists with hybrid UNTF /non-UNTF appointments, the 5% University matching contribution applies to the non-UNTF portion of their appointment, and the 10% University matching contribution applies to the UNTF portion of their appointment.

[\[VSM1\]](#)No change required because research associates and senior research associates are not academic specialists.

403(b) Supplemental Retirement Program and 457(b) Deferred Compensation Plan

Academic specialists appointed at 50% time or more for a period of at least nine (9) months may make additional tax-deferred contributions to the 457(b) Deferred Compensation Plan subject to IRS limitations. More detail is available at [457\(b\) Deferred Compensation Plan](#).

All academic specialists are eligible to make additional tax-deferred contributions to the 403(b) Supplemental Retirement Program subject to IRS limitations. More detail is available online at [403\(b\) Supplemental Retirement Program](#).

Participation in the 403(b) Supplemental Retirement Program and/or the 457(b) Deferred Compensation Plan is never required, and no matching contribution is made by MSU.

Other Retirement Information

1. To be considered an "official" retiree from Michigan State University (see the [Retiring from the University Policy](#) for more detail), academic specialists must meet one of the following minimum University retirement requirements:
 - Be at least 62 years of age and have completed 15 years of service, or
 - Have completed 25 years of service at any age.
2. Academic specialists meeting the minimum University retirement requirements will remain eligible to maintain health and dental coverage and receive a University contribution toward the premiums based on the number of full-time equivalent (FTE) service months at retirement (see the [Retiree Benefits Policy](#) for more detail). Retirees (their spouse or other eligible individual) age 65 and over are required to enroll for Medicare Parts A & B at which time MSU's health plan coverage is adjusted to a Medicare supplement policy. Medicare Part B requires a monthly premium that is not reimbursed by MSU. Individuals may contact their local Social Security office for information on the monthly premium cost for Medicare Part B.

Access to retiree health coverage is based on employment date:

Faculty and academic staff with a Retirement Calculation Date prior to July 1, 2005 and meeting the minimum University retirement requirements will remain eligible to maintain health and dental coverage and receive a University contribution toward the premiums based on the number of full-time equivalent (FTE) service months at retirement.

For faculty and academic staff with a Retirement Calculation Date on or after July 1, 2005 and before July 1, 2010, the University will contribute to the lowest cost health plan's single rate for which the employee/retiree is eligible. (The contribution is based on the full-time equivalent (FTE) service months at the time of retirement). At retirement, the employee must designate whether the employee receives the University contribution or whether the contribution is to be split 50/50 between the employee and his/her spouse or other eligible individual. This designation is irrevocable regardless of circumstance, including returning to work or death. The designation of the 50/50 contribution is also non-transferable to future spouses or other eligible individuals.

Faculty and academic staff with a Retirement Calculation Date on or after July 1, 2010 are not eligible for a University contribution to health care benefits. Retiree health coverage is available through the university at cost.

3. Academic specialists meeting the minimum University retirement requirements may continue participation in the employee-paid life program after retirement until age 70.
4. Academic specialists participating in the employee-paid life plan at the time of retirement and who were enrolled prior to July 1, 1976 will receive a \$2,000 life benefit fully paid by the University.

8.4 Academic Specialist Benefits in the Event of a Leave of Absence, Termination, or Death

8.4.1 Leave of Absence

With pay

If the academic specialist's pay is being continued (e.g., if the leave is a medical leave), the normal premiums will continue to be deducted and the University will make its normal contribution toward the cost of the health, dental, and retirement programs.

Without pay

Academic specialists granted an approved leave of absence without pay may continue in force the optional benefit programs by paying the full cost of all premiums. The same University contribution toward the dental premium continues for up to 24 months while on a leave of absence without pay. The remaining optional coverages may be continued by making cash payments for as long as the approved leave continues. Payments for benefits to be kept in force should be made directly to Michigan State University and sent to the Human Resources Office no later than the first day of the month for which the payment is due. Benefits not maintained will automatically be reinstated upon return to active employment.

All deferrals and contributions to the retirement plan(s) are suspended during the period of a Leave of Absence without pay.

An academic specialist on a Family Medical Leave (FMLA) will have their health and dental benefits continued at the same level and with the same premium contribution as prior to the FMLA leave. Any share of premiums which had been paid by the individual prior to the leave must continue to be paid during the leave, otherwise coverage will be cancelled.

Provisions are available to academic specialists on leave due to acceptance of prestigious awards or fellowships for the continuation of applicable University benefits. Additional information should be requested from the Human Resources Office. (See Continuation of Benefits While on Leave of Absence No Pay Status to Receive Prestigious Awards, Fellowships and/or Special Assignment Opportunities.)

8.4.2 Termination

In case of termination, benefits will be affected as follows:

1. Health, dental, basic and employee-paid life, and accidental death and dismemberment coverages will continue in force until the end of the month following the last deduction and/or contribution made.
2. Long-term disability and travel accident coverages cease on the last day of active employment.
3. Coverage under the dental and/or health plans may be continued in accordance with the [Consolidated Omnibus Reconciliation Act \(COBRA\)](#) of 1986 for up to 18 months by paying a monthly premium (29 months if currently disabled and receiving Social Security Disability (SSD) or deemed disabled by SSD any time during the first 60 days of COBRA coverage). Contact the Human Resources Office for details.
4. Employee-paid coverage may be converted by contacting the company directly.

8.4.3 Death

In addition to life benefit payments to beneficiaries, it is possible for the surviving spouse and eligible dependents to continue health and/or dental coverages by contacting the Human Resources office. The University will contribute toward the health and dental premiums for the surviving spouse or the OEI if the

academic specialist was eligible for retirement. The surviving spouse or OEI of a vested academic specialist who is also an active employee in their own right may be eligible for dual benefits as follows:

Eligible for 100% dental coverage.

Eligible to retain deceased person's health plan benefits instead of the health plan for which they are eligible as an active employee.

8.5 Dispute

In the event of dispute, provisions of the master contracts prevail for benefit plans.

9.0 Revisions and Amendments

This document is maintained by the Office of the Provost in consultation with the Academic Specialist Advisory Committee to the Associate Provost/Associate Vice President for Faculty and Academic Staff Affairs. The Academic Specialist Advisory Committee may consider revisions and amendments to this document; Committee review may be initiated by the Office of the Provost, the Academic Specialist Advisory Committee, or by written request to the Academic Specialist Advisory Committee or the Associate Provost/Associate Vice President for Faculty and Academic Staff Affairs. Upon acceptance by the Academic Specialist Advisory Committee, any proposal for amendment will be forwarded to the Associate Provost /Associate Vice President for Faculty and Academic Staff Affairs. Following consultation, the provisions of this document may be changed by the University.

Appendix A. Functional Description of Specialist Duties, Advancement in the System and Administrative Responsibilities

This appendix describes the general nature of academic specialist duties in specified functional areas including criteria for advancement in the Academic Specialist Appointment System as well as for administrative assignment. The specific description of duties, including the partitioning of effort among functional areas will be contained in the specific position description for the individual at the time of appointment. Advancement based on an individual's responsibilities in more than one functional area would, of course, depend on an appropriately weighted assessment of that individual in each area of responsibility. Identification of a primary functional area for the individual will be done by the Associate Provost and Associate Vice President for Faculty and Academic Staff Affairs as part of the position establishment procedures in accordance with established guidelines.

A.1 TERMS OF APPOINTMENT

Individuals who are appointed in the Academic Specialist Appointment System may hold the rank of academic specialist or senior academic specialist. Appointments may be made in any academic unit that reports directly or indirectly to the Provost or the Vice President for Research and Graduate Studies. Individuals appointed in the Academic Specialist Appointment System will have ongoing student and faculty interactions, contribute directly to the academic affairs of the unit and must accomplish the goals and objectives of the department, school, college or other designated academic unit.

The academic credentials and the appropriate educationally related experiences and specific duties will vary depending on the nature of the appointment; however, it is expected that the academic specialist will normally have a primary assignment in either academic advising/teaching/curriculum development, research or service/outreach, but may also have other responsibilities including one or more of the referenced functional areas. Changes in characteristics and/or responsibilities of the position are more likely to result in a change in administrative title or functional area designation rather than a change in rank to that of senior academic specialist. Promotion to the rank of senior academic specialist, reappointment and the award of continuing appointment status will be determined using the guidelines of the Academic Specialist Appointment System.

A.2 MERIT AS A BASIS FOR REAPPOINTMENT AND PROMOTION

Reappointment of the academic specialist, including the award of continuing appointment status and promotion to the rank of senior academic specialist, must be based on meritorious performance, not merely time spent in the position. General characteristics and responsibilities are included in later sections specific to the particular functional areas. However, the underlying premise is that individuals appointed as academic specialists are professionals dedicated to the performance of their responsibilities, the advancement of the University and maintaining Michigan State University as a premier land-grant, AAU University. The listing of criteria is not intended to be exhaustive. Nor would a single individual necessarily be measured by all the criteria related to a given functional group, even if the duties of that individual fell only within one functional area. Rather, the individual would be evaluated according to the subset of criteria from each functional area involved that is appropriate to the particular position.

A.3 GENERAL PROCESS FOR REAPPOINTMENT AND PROMOTION

Reappointment, including the award of continuing appointment status and promotion to the rank of senior academic specialist, is predicated on the exemplary performance of assigned duties, professional development, excellence in scholarly activity, leadership and contributions to the institution.

- Consistent with the reappointment/promotion timetable, individuals who believe they have developed an appropriate record of activity and competence may assemble a compendium of scholarly achievements and submit such documentation to support consideration for reappointment or

promotion. Such documentation may consist of evidence to substantiate excellence in relevant scholarly activities, i.e., course/curriculum development, teaching, publications, public service /outreach, academic advising, grants, creativity in program development and leadership in other areas related to assigned duties.

- It is to be recognized that no one individual is to be required to perform or excel in all three functional areas. The initial or subsequent appointment description defines the basic area(s) in which the individual should devote energy and attention in career progression.
- The unit review committee for academic specialist reappointment or promotion should be provided with guidelines and directed to determine objectively the level of accomplishment and excellence in the relevant academic specialist functional area(s) and specific duty assignments. Each academic specialist is to be evaluated based on individual merit.
- Recommendations of the review committee are forwarded to the appropriate academic unit administrator. The recommendation of the academic unit administrator is forwarded for subsequent review and action by the relevant major academic unit administrator (usually the dean) and by the Office of the Provost.
- Upon approval by the Provost, the academic specialist will be notified of the recommended action.

A.4 PROMOTION TO THE RANK OF SENIOR ACADEMIC SPECIALIST

In addition to excellence in performance which warrants reappointment and/or continuing appointment status, a small number of academic specialists may achieve a level of distinction to justify promotion to the rank of senior academic specialist. Such a distinction is to be limited to a small number of individuals appointed in the academic specialist appointment system. The basis for such a promotion recommendation is to be derived from a significantly long and sustained period of excellence in the performance of assigned duties together with the recognition by peers and colleagues both within the University and regionally, nationally and internationally. Such recognition is to be based on external peer review involving evaluation of performance in one or more of the assigned functional areas: teaching/advising/curriculum development, research, public service/outreach. Only in unusual cases would an individual not previously appointed at Michigan State University be appointed at the rank of senior academic specialist. This rank designation is limited to individuals who either have continuing appointment status or would achieve such a status on positive recommendation for promotion to the rank of senior academic specialist. Academic specialists with fixed term appointments who have completed 60 FTE service months are eligible for promotion to senior academic specialist, subject to the same standards and criteria applicable to individuals in the continuing appointment system. (Specialists with fixed term appointments are not eligible for the rank of senior academic specialist upon appointment). A promotion recommendation requires endorsement not only by the immediate academic unit administrator but by intermediate administrators (usually the Dean) and the Provost.

A.5 CHARACTERISTICS AND RESPONSIBILITIES

The principal activities of academic specialists are confined to three functional areas (academic advising /teaching/curriculum development, research and service/outreach). Guidance for the assignment of academic specialists to one of the three functional areas and on whether a particular position should be placed within the Academic Specialist Appointment System is described in a document entitled Guidelines for Specialist Placements, which appears as Appendix B. **The characteristic duties and responsibilities included in Section A.5. are not intended to supersede the guidelines for specialist placements but only to provide examples of typical activities.**

As noted, each academic specialist is classified as being in one functional area in which the individual expends a relevantly significant amount of effort in assigned duties. The academic specialist routinely will have duties which fall into more than one functional area plus other assignments. The specific description of assigned duties is contained in the job description for the individual position. Reappointment/continuing appointment status and promotion of an individual with responsibilities in multiple functional areas will depend on an appropriately weighted assessment of performance in each area. The following detailed descriptions provide a suggested array of duties that may be performed by academic specialists; they are not intended as listings of required job duties.

A.5.1 ADVISING/TEACHING/CURRICULUM DEVELOPMENT

The academic specialist in this category is actively involved in the instruction/curricular activities of the University. This category is divided into three sub groups: individuals primarily involved in advising students on curricular matters, individuals primarily involved in delivering instruction and individuals primarily involved in curriculum development.

A.5.1.1 ADVISING

The academic advising category includes individuals who provide advisement on course options and other academically related matters. These academic specialists have responsibilities in an academic department, school or college or in a unit that serves University-wide populations (e.g., Supportive Services, Undergraduate University Division, Honors College). These persons typically:

- provide advice on course and curriculum selection;
- monitor students' programs;
- recommend certification for graduation;
- maintain contact with advisors in other units;
- provide incidental information on the relationship between course selection and career options;
- refer students, when necessary, to other units in the University for assistance with educational, career and personal concerns;
- participate in activities devoted to the retention of students within University programs;
- provide assistance and guidance to students reentering programs;
- may be involved in instructional activities associated with classes, labs and seminars;
- participate, as required by the unit, in professional development activities, both on and off campus, including conferences, workshops and seminars to enhance the ability and knowledge to perform as an advisor;
- participate in department/school, college and University level committees;
- make a significant professional contribution by making scholarly presentations: present papers, lectures or workshops on campus or beyond related to academic advising or training;
- assume leadership roles involving the coordination, supervision and training of new academic advisors.

A.5.1.2 TEACHING

The academic specialist in this category is involved significantly in providing instruction for credit in classes, labs, seminars, practica and clinical settings. In general, the goals of any teacher should include the following:

- to promote the intellectual maturation and honesty of the student;
- to promote the mastery of the material by the student;
- to provide appropriate testing and evaluation to allow the student to measure his or her mastery of the material;
- to promote the understanding by the student of how the material relates to the discipline, the profession, society, the world and the universe;
- to promote an appropriate climate for diversity in the classroom and other instructional settings;
- to increase the teacher's mastery of the subject material and the level, breadth and depth of topics taught.

Specifically, the academic specialist or teacher may perform one or more of the following duties:

- teach/assist in teaching credit courses involving classes, labs, seminars, lectures, demonstrations, etc.;
- supervise/train/evaluate students in a practicum or clinical setting;
 - supervise/train/evaluate teaching assistants and other instructional staff;
- provide continuity over time and assist in the resolution of inquiries and problems, especially in courses involving a large number of faculty and staff;

- participate actively and effectively in the development of curriculum and course content;
- consult with others within the University on matters such as advising and curricular development;
- provide cognitive area outreach to K-12 educational system;
- demonstrate leadership abilities, i.e.,
 - has influence on teaching programs and curriculum of the department, school or college;
 - may be the lead teacher in team teaching;
 - may supervise, train and evaluate other teachers.
- represent the academic unit in curriculum, instructional or governance issues;
- make scholarly contributions in relevant cognitive areas and/or in pedagogy;
- make significant contribution to the advancement of the profession and is so recognized by professional peers.

A.5.1.3. CURRICULUM DEVELOPMENT

The curriculum development category includes individuals who plan courses or curricula. Usually such responsibilities are undertaken by individuals appointed in colleges, departments, and schools. These persons typically:

- participate and, as relevant, provide leadership in the planning and development of curricula, academic programs, and individual courses;
- participate in the development of instructional materials;
- evaluate research relating to impact of various curricula and instructional techniques on student learning;
- undertake literature reviews, compilation of bibliographies, and assist in gathering up-to-date information and analysis for inclusion in courses and academic programs;
- gather and evaluate curricula and course materials from other institutions to assist in curricula planning and development efforts;
- participate in the development and evaluation of student testing and the evaluation techniques and procedures;
- participate, as required by the unit, in professional development activities, both on and off campus, including conferences, workshops, and seminars to enhance abilities and knowledge in the area of curriculum development;
- make a professional contribution by making scholarly presentations: present papers, lectures, or workshops on campus or beyond related to curriculum development and planning;
- assume, as relevant, leadership roles involving the coordination, supervision, and training of curriculum development specialists;
- represent the unit and college in curriculum planning/development deliberation;
- participate in departmental/school, college and university-level committees.

A.5.2 RESEARCH

The academic specialist appointed in this functional area facilitates scholarly research activity of a national and international stature appropriate for a premier land-grant, AAU university. These individuals must perform a lead role on research projects, including developing grant proposals and directing the research project with the designation as principal investigator and/or in performing position responsibilities which require a terminal degree. Individuals in this category typically:

- promote an appropriate climate for creativity/diversity in the research setting;
- promote and adhere to intellectual and scholarly honesty;
- conduct independent research as a principal investigator or is involved in joint research projects on a co-principal investigator basis;
- may participate in, manage, operate, and/or maintain instrumental facilities, laboratories, computer systems or bureaus conducting research and/or providing service to a wider audience of researchers within the unit, the University, external agencies, or the general research community;
- contribute significantly to the design and execution of experiments and research projects;

- analyze and interpret data;
- contribute directly and indirectly to the research goals and efforts of the unit and/or other University units, external agencies or other external clients;
- may consult with, collaborate with, supervise, train and otherwise support faculty, students, and other clients in the pursuit of research endeavors;
- attract and manage, both individually or in concert with others, resources, i.e., people, funding, materials, etc., necessary to the operation of the individual research project or the research support facility;
- author (or co-author) books, manuscripts, reports and other scholarly instruments reflecting the output of individual research projects and/or research service facilities;
- may serve on graduate student guidance committees;
- present seminars, lectures, papers, posters, etc.;
- may serve as reviewer, editor for journals or other publications;
- may serve as a consultant in the professional field;
- play a key role in securing funding for research activities and equipment;
- is well known and respected outside of Michigan State University and has established a sustained record of important contributions to research proposals, reports, papers, monographs, books or other publications.

A.5.3 SERVICE/OUTREACH

The academic specialist appointed in this functional area facilitates service/outreach activities of state, regional, and national stature appropriate for a premier land-grant university. While the service/outreach mission of this University originated in the area of agriculture and the mechanic arts, this emphasis now has broadened to encompass fields such as health, human relations, business, communications, education and government, and extends to urban and international settings. The individual appointed in this category typically:

- effects and promotes the transfer of information, knowledge and expertise from the University to the general public;
- is committed to leadership and excellence in the delivery of technical and educational information and knowledge to off-campus clientele;
- promotes an appropriate climate for diversity in the service/outreach settings;
- develops independent projects/programs or is involved in projects directed by others;
- consults with, collaborates with, supervises, trains and otherwise supports faculty, students and other clientele in the development of service/outreach programs;
- may manage, consult, direct, operate or maintain diagnostic facilities, laboratories, computer systems or bureaus conducting research, and/or providing services to external agencies and the general public;
- authors resource materials, technical fact sheets, reports, manuals, computer programs, manuscripts, books and other educational publications on technology and/or applied research for distribution to the public;
- presents non-credit seminars, lectures, workshops, training, etc. for off-campus client groups;
- writes grants, individually and cooperatively, and manages resources, i.e., people, funding, materials, etc. necessary to carry out service/outreach programs and projects;
- may serve as reviewer for grants and publications and/or editor for newsletters and other publications;
- disseminates to students/professionals/clientele groups relevant research findings and technical information for practical application;
- conduct needs assessment studies and applied research with the ability to work out appropriate solutions for the people and groups involved;
- may be a liaison with, respond to requests from, and/or develop cooperative programs with other universities, agencies and organizations as well as the general public;
- provides program leadership and coordination in the development, execution, monitoring, evaluation and reporting of service/outreach programs;
- assumes significant roles in peer group organizations and professional societies;

- obtains recognition within the University, college, professional groups.

A.6 ADMINISTRATIVE RESPONSIBILITY

An individual appointed in the Academic Specialist Appointment System, in accordance with the Guidelines for Specialist Placements, may also serve in administrative roles related to their functional assignments as an academic specialist. This may involve significant responsibilities in promoting and contributing to the efficient and effective management of the applicable unit or program with the related responsibility of attracting and managing resources, funding, material and/or people to achieve unit/program goals and to maintain administrative accountability. The individual with an appropriate assignment as an academic specialist in one or more of the three previously designated functional areas may be assigned such administrative duties with a relevant title in addition to designation as an academic specialist or senior academic specialist. Examples of such titles could be Assistant to the Dean/Chairperson/Director, Coordinator, plus other relevant academic administrative titles. As is the case for other academic unit administrators, as relevant, such administrative assignments may involve an annual appointment basis and the assignment of an administrative salary increment.

Appendix B. Guidelines for Specialist Placements

The following guidelines have been developed to describe the major types of specialist appointments and the duties they perform. These guidelines are to assist in making appropriate placements in the specialist system. However, since it is not possible to address every possible situation in the guidelines, each case will be evaluated on its individual merits.

TEACHING/ADVISING/CURRICULUM DEVELOPMENT

1. Teaching specialists provide instruction for credit courses. Teaching and related class preparation, grading, student evaluation, etc., are substantial and continuing dimensions of ongoing responsibilities (i.e., occupying at least 30% of the time). These specialists are the instructors of record or teach portions of courses on a regular basis entailing the time commitment referenced above. Occasional teaching assignments cannot satisfy assignment to this specialist category.
2. Advising specialists devote the preponderance of their time (50%+) to advising students on course selection, degree requirements, majors, etc., and/or to other instructional activities, e.g., tutoring, interpreting for students with disabilities or bilingual students, advising on academic developmental needs, and developing instructional strategies to assist academic progress. Advising may include career counseling, but this is incidental to the major focus of course and curriculum advice.
3. Curriculum development specialists provide content-related support to course, curriculum and/or instructional development activities. At least 30% of time must be devoted to these activities to satisfy assignment to this specialist category.
4. Beyond the assignments referenced in a), b), and c), above, time may be spent on research, administration, outreach, or other activities.

RESEARCH

Research specialists take a lead role on research projects, including developing grant proposals, and directing the research project with designation as principal investigator or performing position responsibilities which require a doctorate degree.

In order to hold the Specialist-Research title, one must either: 1) be designated as the PI on a research project, or alternatively, 2) take a lead role on research projects (not as PI, but performing duties which require a doctorate degree).

OUTREACH

Outreach specialists are responsible for disseminating the knowledge resources of the University, to meet the knowledge needs of people outside the University.

Their work involves providing non-credit educational programs to off-campus students or client groups, including course development and presentation, and/or providing a linkage for those outside the University to identify and access faculty knowledge, resources, and research results. This can involve technology transfer which provides a linkage between external University, public and faculty research resources to help resolve complex technological issues and/or share technological or scientific knowledge. These duties must involve a time commitment of at least 30%.

In addition to these responsibilities, outreach specialists may be involved in proposal writing, resource identification, and data gathering. Outreach specialists also can be designated as principal investigators. They can be appointed through any college as part of the newly decentralized Lifelong Education Program or through a college which has technological/research resources to share with the outside public.

OTHER CONSIDERATIONS

Typically, a specialist's education is at the master's level, or above.

Specialists are appointed in units reporting directly or indirectly to the Provost or the Vice President for Research and Graduate Studies.

The above specialist responsibilities can be contrasted with AP positions, which focus on administrative or professional responsibilities, and may include:

- teaching technical skills, technological information, or non-credit courses to other staff or students;
- writing grants or providing research support (but not being designated as the principal investigator or where a doctorate is required).

When evaluating a mixed assignment of specialist and non-specialist work (e.g., part advising, part administrative), an individual must meet one of the percentages specified in the guidelines to be placed as a specialist (e.g., 30% teaching, 30% curriculum development, 50% advising or 30% outreach). An individual with a mixed assignment of two types of specialist work, e.g., 20% advising and 20% curriculum development, would be considered to meet the specialist guidelines if the combined duties meet one of the specified percentages.

Individuals who supervise or direct a specialist function (e.g., supervision of a group of advisors) would typically be categorized as the same type of specialist (unless they hold another academic rank).

The above guidelines were developed jointly between the Offices of the Provost and Human Resources, with the assistance of Lifelong Education Programs and after consultation with the Deans' Counsel. The guidelines may require further clarification based upon implementation experience and, therefore, may be changed by the University.

Appendix C. Board of Trustees Summary

(Note: This section is an abstract of the complete document and will serve as the section to be included in the Faculty Handbook.)

Academic Specialist Appointment System

The Provost of Michigan State University, in recognition of the essential contributions of specialists to academic programs, appoints, upon recommendation of the appropriate department chairperson/school director and dean/separately reporting director, individuals at the rank of Academic Specialist or Senior Academic Specialist. Appointments may be made in any academic unit that reports to the Provost or to the Vice President for Research and Graduate Studies. The principal responsibilities of the academic specialist fall into one or more of three functional areas: academic advising/teaching/curriculum development, research and service/outreach. Academic specialists may be appointed on a temporary, probationary or continuing basis, full-time or part-time, with either an academic year (nine-month) or annual (twelve-month) duty assignment.

Continuing appointment status assures that the academic specialist will not be dismissed due to capricious action by the University nor will dismissal be used as a restraint of academic freedom or other civil rights. Continuing appointment status does not guarantee employment if positions are not funded, if gross misconduct occurs, if the academic specialist refuses to perform reasonable assigned duties or fails to fulfill contractual obligations, or if the academic specialist is no longer able to perform satisfactorily in his or her professional capacity at the University.

Continuing and Probationary Appointments

An academic specialist who has not served previously at Michigan State University is appointed initially for a probationary period of three years and may be reappointed for an additional probationary period of three years. If an academic specialist is appointed beyond the two probationary periods, continuing appointment status is granted. If at any time during these two probationary periods an academic specialist is promoted to the rank of senior academic specialist, continuing appointment status is granted.

A senior academic specialist who has not served previously at Michigan State University is normally appointed for a probationary period of two to four years. In unusual cases, upon recommendation of the unit administrator(s) and dean(s) and with the prior approval of the Provost, an academic specialist initially appointed at the rank of senior academic specialist may be granted continuing appointment status from the date of appointment. Individuals appointed at the rank of senior academic specialist without continuing appointment status have the option of requesting reappointment at any time prior to the conclusion of the stipulated probationary appointment period. [Such early reviews would occur on the normal review cycle as established by university, college, and department/school procedures.] A negative decision on such a request shall not preclude consideration for reappointment at the time specified upon appointment.

Evaluation

All academic specialists shall be evaluated by the appropriate unit administrator before the end of the applicable annual duty period for those on probationary or temporary appointment and at appropriate intervals for those with continuing appointment status. A unit review committee will be established to advise the unit administrator about the reappointment, award of continuing appointment status, or promotion of the academic specialist with a probationary or continuing appointment.

Appendix D

Listed below are policies adopted by the Board of Trustees and administrative statements that may be relevant to the appointment of academic specialists. These statements appear in the Board of Trustees Policy Manual and/or the Faculty Handbook. The Faculty Handbook is available in department/school offices.

- Administrative Review
- Conflict of Interest in Educational Responsibilities Resulting from Consensual Amorous or Sexual Relationships
- Conflict of Interest in Employment
- Drugs and Alcohol
- Endorsements, Sponsorship and Advertising
- Faculty Grievance Policy
- Indemnification
- Nonsmoking Guidelines
- Participation in Partisan Political Activity
- Procedures for Faculty and Student Participation in the Selection of Specified University-Level Administrators
- Risk Management and Quality Assurance
- Summer Session